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Current Topics.

Appeals to the House of Lords.

A STORY has come down to us of the late LORD YOUNG, of the Scots Bench, who was gifted with a ready wit, that on being congratulated by a friend on the fact that one of his judgments had been affirmed by the House of Lords, he said with a chuckle, "Well, it may be right for all that"! Judges, after all, are human, and one wonders whether those of them whose pronouncements have failed to receive the approval of the ultimate appellate tribunal feel any annoyance at the result, or exhibit perfect insouciance, or, again, indulge in the reflection that were there a still higher court to which their decisions could be carried these would be rehabilitated. Doubtless they have their own thoughts regarding the wisdom of the House when it ventures to differ from them. Quite recently, in no fewer than six cases the House has reversed the decision of the Court of Appeal. Of course, it has always to be borne in mind that the House of Lords is not fettered to the like extent by previous decisions as is the Court of Appeal, but even making due allowance for this, it is to the ordinary person a little disconcerting to find so frequently so marked a divergence of judicial opinion, but it is only another illustration of the truth that the same facts, or the inferences from them, are apt to strike different minds differently, and to lead to different conclusions.

King's Proctor and Intervener's Solicitor.

IN a recent case, LANGTON, J., made some important observations in regard to a problem which may well have presented itself in a more or less acute form to a number of practitioners. The matter arose out of an undefended divorce petition on the ground of the husband's adultery with a woman whose name was furnished by the respondent. The woman on whom the petition was served, whose surname was the same as that in the petition, but one of whose Christian names was different, intervened, and denied the charges. She did not give evidence, and the learned judge adjourned the case and requested the assistance of the King's Proctor to clear up the question of identity. At the further hearing of the petition, the solicitor for the intervener objected to the King's Proctor's agents interviewing his client without he himself being present. The learned judge expressed a certain sympathy with the solicitor—in that a solicitor keenly concerned with and insistent on his client's interests might well wish and hope that he should have the first and every opportunity of advising that client in the litigation entrusted to him—but emphasised that when asked by the court to investigate a certain matter, the King's Proctor had a quite different duty from and other than the duty of a solicitor engaged in the case. That the King's Proctor had no other and greater duty, and no other and separate position than that of a solicitor engaged in the case, was a misapprehension and an wholly wrong conception of the former's office and duty. The King's Proctor was placed in an exceedingly difficult position and, in the case in question, had not acted improperly in any way. Moreover, the learned judge intimated that it would be wrong to fetter the action of the King's Proctor by a pronouncement on the question whether he ought to approach the solicitor on the record in the first instance. There might be cases in which he would at once seek the assistance of the solicitor as the most reliable and informative source; on the other hand, there might be cases in which he would feel it the wrong way to approach the matter and might gravely embarrass the solicitor himself. It would be injurious to lay down any general principles.

The Regulation of Advertisements.

DIFFICULTIES associated with the problem of preventing further despoliation of the countryside were discussed in these columns at some length last week. Another aspect of the problem, which should not be insoluble was recently dealt with by a correspondent to certain provincial newspapers, who complained of the staring invitations to use some particular brand of petrol now a too common feature of the countryside. Thirteen years ago, it was stated, the chief distributors of petrol in this country agreed among themselves to refrain from disfiguring the landscape with their advertisements, but it was now becoming evident to anyone who drove about and was reasonably observant that this agreement had ceased to function. "One company puts up an advertisement; another follows suit; and the whole vicious circle is gradually re-opened." The writer referred to the Advertisements Regulation Acts, 1907 and 1925, the

Petroleum Act, 1928, and the Town and Country Planning Act, 1932. The first-named of these Acts, it may be recalled, enables local authorities to make bye-laws for the regulation and control of hoardings and for the regulation, restriction and prevention of the exhibition of advertisements "in such places and in such manner, or by such means, as to affect injuriously the amenities of a public park or pleasure promenade, or to disfigure the natural beauty of a landscape" (*ibid.*, s. 2), and it has been held that a bye-law under the section was not void for uncertainty as not defining a landscape of natural beauty or specifying further than by the expression "all parts of the administrative county" the particular places where advertisements were forbidden: *United Billposting Co.* v. *Somerset County Council* (1926), 95 L.J. K.B. 899. The powers conferred by the Act of 1907 were considerably extended by the Advertisements Regulation Act, 1925, county councils being empowered to delegate certain of the powers to rural district councils and all of them to such urban district councils as were not within the definition of "local authority" under the earlier Act. Moreover, the Ancient Monuments Consolidation and Amendment Act, 1913, contains special provisions in regard to advertisements detracting from such structures (s. 19), while the Petroleum Act, 1928, s. 11, empowers county and county borough councils to make bye-laws regulating the appearance of or preventing the establishment of petrol filling stations "for the purpose of preserving for the use of the public the amenities of any rural scenery," etc. Lastly, the Town and Country Planning Act, 1932, s. 47, confers extensive powers on the responsible authority of a planning scheme to prohibit the display of any advertisement or hoarding set up within the area of the scheme and seriously injuring the amenity of the land. Extensive use has been made by the local authorities concerned of the powers conferred in the manner outlined above, and the writer of the letter urges that it only remains for them to enforce these bye-laws or to frame new ones to deal with the present situation. Preference is expressed for voluntary agreements arrived at between the parties concerned and, failing such, action by local authorities. But if the latter decline to take appropriate action, the matter must, it is intimated, be one for legislation by Parliament.

Marriage Bill in the Lords: Committee Stage.

SEVERAL changes were introduced into the Marriage Bill during the Committee stage in the House of Lords last Wednesday. Clause 1 has been amended by the substitution of three years for five as the period from the date of the marriage during which no petition for divorce is capable of being presented, while a proviso moved by LORD MAUGHAM provides for earlier presentation of a petition on the ground that the case is one of exceptional hardship suffered by the petitioner or of exceptional depravity on the part of the respondent. But where it appears to the court that leave to present such petition was obtained by any misrepresentation or concealment on the part of the petitioner of the nature of the case, the court is empowered either to dismiss the petition, or, if the case is one in which the petitioner would have been entitled to a decree *nisi*, to pronounce such decree, subject to the condition that no application to make the decree absolute shall be made for such period, expiring not earlier than three years after the date of the marriage, as the court may direct. An amendment to cl. 5, which was moved by LORD ATKIN, and agreed to, provides that a ground for judicial separation shall be failure to comply with a decree for restitution of conjugal rights, or on any ground on which a decree for divorce *a mensa et thoro* might have been pronounced immediately before the commencement of the Matrimonial Causes Act, 1857. Other amendments secure under a decree for divorce provision for the wife's maintenance and the children's maintenance and education, and similar provision under a decree of nullity, prevent a husband through forceable intercourse destroying a wife's right to apply to the court to have a marriage annulled, and extend the clause relating to the relief for clergy in the Church of England to the clergy of the same denomination in Wales. An amendment to delete the provision as a ground for divorce that the respondent "is incurably of unsound mind and has been continuously under care and treatment for a period of at least five years immediately preceding the presentation of the petition" was defeated by ninety-five votes to thirty-one.

Coal Royalties: Registration.

THE Coal (Registration of Ownership) Bill, which has recently been considered by the House of Lords, is a preliminary stage in the process of unification of coal royalties—a subject which was recently dealt with in these columns in connection with proposed legislation to that end and the agreed figure as to the value of the property concerned in light of the findings of the committee appointed to determine the proper valuation. That figure has, it will be remembered, been accepted by the owners and the Government; but as the pressure of parliamentary business did not permit the passage during the present session of a comprehensive measure dealing with the whole question of unification, the present Bill has been introduced as an essential preliminary measure. Its object, to quote its title, is "to make provision for the ascertainment and registration of particulars as to proprietary interests in unworked coal and mines of coal and in certain associated minerals and property and rights in land, and for purposes connected therewith." As drafted, it contains six clauses and three schedules, but the second of these which related to registrable particulars of property and rights associated with coal and matters to which coal is subject has been deleted in response to a motion to that effect agreed to in committee. The Bill provides for the establishment by the Board of Trade of a "coal holdings register" which is to contain particulars of the coal and mines of coal in which the holding subsists, such matters of title as are requisite for purposes of identification, and such other matters as appear to the board, either on general grounds or having regard to the particular circumstances of the holding, to be material for the purpose of rendering the information as to proprietary interests complete. The term "coal," which ordinarily in the Bill denotes coal not severed so as to become a chattel, relates to bituminous coal, cannel coal, anthracite and lignite or brown coal, and all other solid fuels (except peat and oil shale) which are contained in the earth's crust, and is extended to embrace minerals or substances other than coal that are comprised in a lease which confers a right to work and carry away both coal and those other minerals or substances. The expenses of the board are to be defrayed out of moneys provided by Parliament, and these include the costs of registration reasonably incurred by applicants, except in certain cases such as where a holding appears to the board to be of no marketable value, or where no application is made within six months of the setting up of the procedure for registration or the coming into existence of the holding, or again on some failure to comply with the rules. Provision is made for application to the High Court by persons aggrieved by denial of liability on the part of the board to pay costs. The Act is to apply to Scotland, with suitable modifications, but not to Northern Ireland or to any part of the Forest of Dean or of the Hundred of Saint Briavels in which the privileges of free miners are exercisable.

Tithe: Land Subject to Annuity: Change of Ownership.

IN a notice set out on p. 576 of the present issue, the Tithe Redemption Commission draws attention to the obligation under s. 18 (9) of the Tithe Act, 1936, of an owner of an estate or interest in land in respect of which a redemption annuity is charged to furnish the Commission with particulars of the name and address of the new owner, and to the penalty

which may be incurred on failure to comply with the statutory requirement. The form in which such particulars should be furnished is prescribed by the Redemption Annuities (Amendment) Rules, 1937 (S.R. & O. 1937, No. 231, H.M. Stationery Office, price 1d.): see 81 SOL. J. 287.

Tithe: Rating Circular.

IN a circular (No. 1638) which he has recently caused to be sent to rural district councils, the Minister of Health announces that he has decided to make further payments to such councils on account of the grants payable for as compensation for loss of rate income from tithe rentcharge in accordance with the provisions of s. 25 of, and the Fifth Schedule to, the Tithe Act, 1936. These payments are on account of the grants payable in respect of the twelve months beginning on 1st October, 1936. When added to the payments made in last January (see Circular No. 1594, 81 SOL. J. 46) these further payments will bring the total payments on account of the grants to about 95 per cent. of the amounts realised by the collection of rates assessed on tithe rent-charges for 1935-36 in the areas of the respective authorities as shown by the returns made by them. But in each case, like the previous payment, the further payment with which the circular is concerned is to be made on the understanding that any adjustments which may be found necessary when the actual grants have been determined will be made in connection with subsequent payments of grants under the Act. Paragraph 3 of the Fifth Schedule provides that sums to be issued thereunder in respect of any period are to be distributed among rating authorities in accordance with directions to be given by the Minister of Health after consultation with such associations of local authorities as appear to him to be concerned, and with any local authority with whom consultation appears to him to be desirable; and the present circular states that the scheme of distribution of grants under the aforesaid paragraph for the periods subsequent to 30th September, 1936, is at present under consideration.

Rules and Orders: Tithe: Redemption Annuities.

THE attention of readers is drawn to the Redemption Annuities (Extinguishment and Reduction) Rules, 1937 (S.R. & O., 1937, No. 557), which have been made by the Treasury in exercise of powers conferred by s. 15 (1) of the Tithe Act, 1936. A press notice relating to the rules appears on p. 576 of the present issue and renders detailed reference superfluous here. It may be noted, however, that in determining the amount of the consideration money the sums which would have been payable in respect of the instalments of an annuity on or after the redemption date are to be discounted "at the rate of interest fixed by the Treasury by reference to the yield of such Government security or securities as the Treasury consider appropriate and for the time being in force" (s. 1 (1) (*c*)), and that the rate of interest has been fixed by the Treasury at 3⅛ per cent. until further notice. The new rules are published by H.M. Stationery Office at one penny net, and are set out on p. 574 of the present issue.

Rules and Orders: Supreme Court Funds (No. 1), 1937: Draft Rules.

SECTION 16 (1) of the Air Navigation Act, 1936, provides that a person shall not fly, or cause or permit any other person to fly, an aircraft, unless there is in force in relation to the flying of the aircraft (*a*) a policy of insurance covering the owner against liability in respect of loss or damage caused to persons or property on land or water by, or by any person in, or any article or person falling from, the aircraft while in flight, taking off or landing, or (*b*) a security by an authorised giver of securities consisting of an undertaking to make good any failure of the owner of the aircraft to discharge such liability. Notice, dated 25th June, 1937, has been given in accordance with s. 1 (1) of the Rules Publication Act, 1893, that after the expiration of at least forty days from the above date the Lord Chancellor, with the concurrence of the Lords Commissioners of His Majesty's Treasury, proposes to make rules with reference to deposits by owners of aircraft under the above-mentioned section of the Air Navigation Act, 1936. Copies of the draft Rules—The Supreme Court Funds (No. 1) Rules, 1937—are obtainable from H.M. Stationery Office. The new rules provide for the insertion of "The Air Navigation Act, 1936," in s. 44 (3) (a) of the Supreme Court Fund Rules, 1927, and in the headings to A and B in Forms 37A and 37B in the said rules.

Recent Decisions.

IN *Standamac, Ltd. and Another* v. *Drapers' Record, Ltd. and Another* (*The Times*, 3rd July), an action before SWIFT, J., and a special jury brought by dealers in waterproof clothing, who complained that articles in the *Drapers' Record* relating to the sale of goods retail at wholesale prices meant, *inter alia*, that the plaintiffs were misrepresenting the prices at which they were selling the goods, failed. According to the defendants, the articles did not question the genuineness of the wholesale prices at which the goods were sold, but only the ability of the plaintiffs to continue the practice.

In *Edwards* v. *John Houston & Co. Ltd.* (*The Times*, 6th July), the plaintiff, who sued on behalf of herself and her children and whose husband was knocked down by a motor-lorry belonging to the defendants and died a few minutes afterwards, recovered damages under the Fatal Accidents Act, 1864, and the Law Reform (Miscellaneous Provisions) Act, 1934. Among damages awarded under the latter Act, ATKINSON, J., included £500 for loss of expectation of life. *Rose* v. *Ford* applied.

In *Lowick* v. *Lazarus* (*The Times*, 6th July), an action in which the plaintiff had originally been awarded £4,719 damages for alleged false imprisonment and malicious prosecution and of which the Court of Appeal recently ordered a new trial, the Court of Appeal (GREER, SLESSER and SCOTT, L.JJ.) ordered that proceedings be stayed, and that if the sum of £719 paid to the plaintiff under the original judgment and ordered to be repaid by the Court of Appeal were not repaid by the end of September next the action should stand dismissed.

In *Donoghue* v. *Allied Newspapers Ltd.* (p. 570 of this issue), FARWELL, J., held that the plaintiff was not the owner, or part owner, of the copyright in a series of articles published six years ago in the *News of the World* concerning his experiences on the turf and other matters, and was therefore not entitled to damages respecting the publication without his consent of two, or to an injunction to restrain the publication of further, of a series of articles largely reproducing the earlier material in a newspaper called *Guide and Ideas for Competitors*. Although the stories in the earlier articles were supplied by the plaintiff, the particular form of language in which they were conveyed—the subject of copyright—was that of the journalist who prepared them: *Evans* v. *Hulton and Co., Ltd.*, 40 T.L.R. 489, followed.

In *Seely (an Infant) and Another* v. *Hants and Dorset Motor Services Ltd.* (*The Times*, 7th July), an action tried by MACNAGHTEN, J., with a special jury in which £4,000 damages were awarded to the infant plaintiff, and £743 to his father for medical disbursements and for medical and other attention, in respect of personal injuries sustained by the plaintiff who when riding a bicycle was struck by one of the defendants' charabancs, the Court of Appeal (GREER, SLESSER and SCOTT, L.JJ.) declined to interfere with the judgment and verdict, on the ground that the damages were excessive or to order a new trial for want of direction on the issue of contributory negligence which had been pleaded but was irrelevant to the case as presented.

Criminal Law and Practice.

THE USE OF DEPOSITIONS.

In a recent trial at the Central Criminal Court, on 23rd June, 1937 (*R.* v. *Tidman, Mutch and Winslow*), the Lord Chief Justice, on being told by counsel for the Crown that it was proposed to read out a deposition of a witness who had been conditionally bound over to appear, asked what was "conditional binding over." When the matter had been explained to him his lordship characterised it as "a most objectionable practice" and said: "One of these days when the reform of the criminal law has gone far enough, all criminal trials will, no doubt, be conducted by affidavit." The clerk of the court proceeded to read the deposition to the jury with the aid of a typewritten copy, and when one of the jurors asked if the learned clerk was reading from two documents the Lord Chief Justice answered that he was, and added: "One of the advantages of this economical procedure is that the witness is not present, and the deposition may be illegible."

Conditional binding over of a witness is dealt with by the Criminal Justice Act, 1925, s. 13 sub-s. (1) of which provides that where a person charged with an indictable offence is committed for trial, the justices may bind over a witness to attend the trial, conditionally upon notice being given to him, and not otherwise. They must take into account anything with reference to the matter which is said by the accused or the prosecutor, and, before binding over a witness conditionally, they must hold that his attendance at the trial is unnecessary by reason of something contained in a statement by the accused, or by reason of the accused having pleaded guilty to the charge, or of the evidence of the witness being merely of a formal nature.

The prosecutor or the person committed may still give notice of his desire that the witness so bound over do attend, and the witness must then attend. Moreover, the examining justices on committing a person for trial must inform him of his right to require the attendance at the trial of any witness so bound over, and of the steps which he must take for the purpose of enforcing such attendance (s. 13 (2)).

Such a deposition may be read as evidence at the trial without further proof, whether for that offence or for any other offence, arising out of the same transaction or set of circumstances, just as the deposition can be read of a witness who is proved to be dead or insane, or so ill as to be unable to travel, or is kept out of the way by means of the procurement of the accused or on his behalf. In any case it must be proved at the trial that the deposition was taken in the presence of the accused and that the accused or his counsel or his solicitor had full opportunity of cross-examining the witness. The proper method of proving these matters is either by a certificate purporting to be signed by the justice before whom the deposition purports to have been taken, or by the clerk to the examining justices, or by the oath of a credible witness. The deposition must be signed by the justice before whom it purports to have been taken. Where it is the deposition of a witness whose attendance at the trial is stated to be unnecessary, his deposition cannot be read if he is subsequently duly notified that his attendance at the trial is required.

The substance of the Lord Chief Justice's criticism of the practice of binding over witnesses conditionally appears to be that it is undesirable in a criminal trial that a jury should be asked to try an accused person's guilt or innocence without having seen and heard all the witnesses whose collective evidence constitutes the case for the prosecution. Technically, there is nothing to prevent the section from being used in the case of a witness for the defence, but in practice it is not often so used. Bound up with this criticism is the fact that it may well be, and frequently is the case, that counsel at quarter sessions and assizes has not conducted the defence before the examining magistrates. If he takes a different view from the solicitor who conducted the defence at the police court as to the necessity for the attendance of the witness who was conditionally bound over to attend, he may, for one reason or another, receive his instructions too late for him to be able to advise that notice should be sent to the witness that his attendance is required.

If the defendant has not been legally represented before the examining magistrates he may plead guilty, and on later advice may decide to withdraw the plea. If, subsequently, counsel is instructed from the dock or from any other reason he is instructed at a late stage, there may not be sufficient time to enable notice to be sent out to the witness whose attendance is required. At assizes an adjournment solves the problem, but this is obviously not so simple a matter at quarter sessions. Moreover, where the defendant is not legally represented before the examining magistrates, he is usually not in a position to appreciate whether evidence alleged to be merely of a formal nature is, in fact, so formal as to dispense with the necessity for witness's attendance at the trial, nor is he equipped with the legal training which would enable him to recognise that a statement which he makes before the magistrates will amount to evidence for the prosecution such as to dispense with the necessity for the attendance of a witness for the prosecution.

On the other hand, it cannot be doubted that considerable economies are frequently effected and trials are substantially shortened not only by conditional binding over where there are clear pleas of guilty, but also by reading the depositions of purely formal witnesses in cases where it is clearly impossible for such evidence to be subsequently doubted, supplemented or corrected in any way. In cases of receiving property knowing the same to have been stolen, contrary to s. 33 of the Larceny Act, 1916, formal and indisputable evidence of value may be good circumstantial proof of guilty knowledge where the accused is proved to have bought the property very much under its value (1 Hale 619). The depositions of witnesses giving formal evidence as to purchases are also frequently read in order to shorten lengthy trials of indictments under s. 13 (1) of the Debtors Act, 1869, for obtaining credit under false pretences or by fraud other than false pretences. There can be no doubt that the provisions of s. 13 (1) of the Criminal Justice Act, 1925, have proved extremely valuable in cases like these.

In most other cases, however, it is submitted that it is undesirable in the interests of truth that any witness who can testify as to any matter which is germane to the case should be given conditional leave of absence. It very often happens that witnesses give additional evidence at assizes and quarter sessions, without any intention of misleading the jury, but only because they were not asked about the new matters in the court below. That in itself is an adequate reason against the practice of conditional binding over in cases other than those where there are pleas of guilty or where indisputable and merely formal evidence is given. It may be that there are cases where small economies can be effected by the practice, but however desirable that may be in the civil courts, it is submitted that it is not only undesirable in the trial of criminal cases, but is also a dangerous encroachment on the right of an accused person to have a completely fair trial.

THE RIGHT OF APPEAL TO QUARTER SESSIONS.

Section 37 (1) of the Criminal Justice Administration Act, 1914, gives a right of appeal to quarter sessions to "any person aggrieved by any conviction of a court of summary jurisdiction in respect of any offence, who did not plead guilty or admit the truth of the information." At Surrey Quarter Sessions sitting at Kingston-on-Thames, on 25th June, the question was argued as to whether the court had jurisdiction to hear an appeal from an order by the Woking justices under s. 2 of the Dogs Act, 1871, for the destruction of a dog. That

section provides that any court of summary jurisdiction may take cognizance of a complaint that a dog is dangerous and not kept under proper control, and if it appears to the court having cognizance of the complaint that the dog is dangerous, the court may make an order in a summary way directing the dog to be kept by the owner under proper control or destroyed, and any person failing to comply with such order shall be liable to a penalty not exceeding 20s. for every day during which he fails to comply with the order.

The chairman said that the case was taken on a complaint and not on an information, and that an order, and not a conviction, followed on a complaint as distinguished from an information. (For the differences between an "order" and a "conviction" see "Paley on Summary Convictions," 9th ed., pp. 440-446.) He added that the only offence that could arise was when the order to keep the dog under proper control was not complied with. The appeal was dismissed with costs.

The case of *Lockett* v. *Withey*, 72 J.P. 492, was cited in argument to show that the justices' order amounted to a conviction. All that that case decided, however, was that even if the dog is out of the jurisdiction of the court the justices may nevertheless make the order. It is true that Lord Alverstone spoke in his judgment of the "alleged offence," but those words were immaterial to the decision and must have been used inadvertently. The case of *Pickering* v. *Marsh*, 38 J.P. 678, was also cited, but it is difficult to see how it is in point, for all that was decided in that case was that it is in the discretion of the justices to order the dog to be destroyed, and the owner is not entitled to the option of keeping it under proper control.

The definition of "conviction" is important for many reasons. In the issue of the 5th June (*ante*, p. 448), we dealt with the recent case of *R.* v. *Manchester Justices* [1937] W.N. 20, which decided that a conviction in a court of summary jurisdiction could be complete before its entry in the register and that the entry was not an essential element in the conviction. In another recent article on the subject in the issue of 26th June, it was pointed out that there is a difficulty in the construction of s. 1 of the Probation of Offenders Act, 1907, with regard to whether a dismissal or binding over of an offender is a conviction. It was rightly stated in that article that such a course could not, on the interpretation of the section as a whole, amount to a conviction. What lends further point to this is the fact that an appeal to quarter sessions from an order of the petty sessions under that section is specially provided for by s. 7 (1) of the Criminal Justice Act, 1925, and s. 1 (2) (*a*) of the Criminal Justice (Amendment) Act, 1926.

There can be little question as to the correctness of the decision of the Surrey Quarter Sessions. Apart from technical grounds of the construction of the Act, it is obvious that where an Act is passed enabling the magistrates to make orders for the immediate cessation of a highly dangerous state of affairs, the existence of a right to appeal would to some extent nullify the beneficial effect of an order by permitting the danger to continue pending appeal.

NATIONAL RADIUM TRUST.

The National Radium Trust met at the Privy Council Office, on 28th June, The Right Hon. Viscount Halifax, K.G., G.C.S.I., G.C.I.E., Lord President of the Council, presiding. Plans were reviewed for making available a further substantial amount of radium.

The Trust welcomes gifts and bequests of all kinds in furtherance of its objects, including trusts subject to special conditions; it is expressly authorised to accept them under the Royal Charter granted by His late Majesty King George V in 1929; £150,000 of the Trust's funds was contributed by public subscription in 1929 (thank-offering for recovery of His late Majesty King George V).

Mr. R. Stanton was appointed Secretary of the Trust (in place of Mr. George North, M.C., LL.B., resigned).

Unqualified Persons Preparing Legal Instruments.

LEASES OF FLATS.

On the 8th June, 1937, before the Chairman, Mr. J. S. Hogg, Mr. A. Dugdale and Lord Lawrence, at the Wealdstone Magistrates' Court, The Raglan Property Trust Ltd., which is a company formed, *inter alia*, for the purpose of building flats and letting them off to tenants, and whose registered office is at King's Court, Forty Lane, Wembley Park, Middlesex, were summoned under s. 47 (1) of the Solicitors Act, 1932, as amended by s. 1 (2) of the Solicitors Act, 1934. The summons was in respect of the preparation in expectation of a fee of a lease of a flat for a term of five years, with an option to terminate at the end of three years. In a letter addressed to the prospective tenant the company asked for payment of two guineas "Fee for Lease."

Mr. W. M. Andrew, instructed by Messrs. Hempsons, on behalf of The Law Society, laid the facts before the magistrates and stressed the seriousness of a document of this nature being prepared by unqualified persons.

Mr. Herbert Malone, on behalf of the company, pleaded guilty. He addressed the magistrates at considerable length, and put forward certain facts in mitigation. He stated that the charge really was intended to cover office expenses and the cost of printing, and that the lease had originally been prepared by an eminent solicitor and the form had been used in connection with the flats owned by the company. He also indicated that the company would be prepared to give an undertaking not to offend in a similar respect again.

The Chairman, in giving judgment, indicated that the Bench took a very serious view of the matter, and that in the circumstances they felt that a fine of £25, with 15 guineas costs, would meet the case.

A summons against The Raglan Investment Trust Ltd., an associate company with the Raglan Property Trust Ltd., for a similar offence, was also heard before the same court, and the facts were similar, except that the fee of two guineas had been paid. In fact, the summonses were taken together, and the magistrates also inflicted a fine of £25 and 15 guineas costs in this case.

Expectation of Life and Damages.

Is a right of action for damages in respect of shortened expectation of life, in accordance with the principle recognised in *Flint* v. *Lovell* [1935] 1 K.B. 354, to be regarded as capable of surviving for the benefit of a deceased person's estate under the Law Reform (Miscellaneous Provisions) Act, 1934?

To this question posited at the outset of an article under the above title in this journal about eighteen months' ago (79 Sol. J. 804) it is now possible to return an affirmative answer in the light of the recent decision of the House of Lords in *Rose* v. *Ford*, reported in *The Times*, of 26th June. Our last article appeared shortly after the decision in the same case of the Court of Appeal (Slesser and Greene, L.JJ., Greer, L.J., dissenting), which negatived the view entertained by Humphreys, J., before whom the case originally came, that the only ground for awarding such damages was the mental suffering of the deceased, and was to the effect that no such damages could be recovered after the injured person had died. In an earlier article: "The Cost of Killing" (79 Sol. J. 261)—written prior to this decision of the Court of Appeal, it was suggested (not by the present writer) that the combined effect of *Flint* v. *Lovell* and the Law Reform (Miscellaneous Provisions) Act, 1934, would appear to be "that in certain circumstances such as the negligent slaughter on the highway of some young scion of litigious parents, substantial damages

may be recovered," and the recent decision of the House of Lords indicates that this suggestion is well founded, though it is, of course, unnecessary to brand a successful plaintiff in all such cases with the expression "litigious" or other opprobrious synonym.

It will be recalled that in *Rose* v. *Ford* the father claimed as administrator of his daughter's estate damages, *inter alia*, damages for her shortened expectation of life owing to injuries sustained as the result of a motor accident. A number of authorities bearing on the general problem were referred to in the two previous articles and need not be further cited. In the present note our attention will be confined to the main considerations which led the majority of the Court of Appeal and the House of Lords to take different views of the matter. A basic principle underlying the former appears to have been that such a claim was, in substance, a claim for the loss of the girl's life, and thus contravened the rule that in a civil court the death of a human being cannot be complained of as an injury—a rule enunciated in *Baker* v. *Bolton* (1808), 1 Camp. 493, and crystallised in *Admiralty Commissioners* v. *S.S.* "*Amerika*" [1917] A.C. 38, where the House of Lords negatived a claim for the capitalised amount of the pensions payable to deceased relatives of the crew of a submarine sunk as the result of the negligent navigation of the "Amerika." Reference in this connection should also be made to the statement by Parke, B., in *Arnsworth* v. *South Eastern Rly. Co.* (1847), 11 Jur., Pt. 1, 759, that it is "impossible to form an estimate of the value of human life either to a man himself or to others connected with him." The claim, Greene, L.J., intimated, was one for the loss of life as good in itself (though that in fact was not, the learned Lord Justice said, the claim made) and such a claim negatived the aforesaid principle which was of general application and not limited to cases where the third person was suing as a master or husband.

"In *Admiralty Commissioners* v. *S.S.* '*Amerika*,'" Slesser, L.J., said: "death had supervened whereas in *Flint* v. *Lovell* the plaintiff had not died, and if the test be applied whether a third party could complain of loss caused by the necessity to pay moneys as the result of the shortening of the expectation of life of a deceased person, such as a servant, I think that the answer would be that such a case would equally with the complaint of the death of the servant, fall within the principles of the '*Amerika*' *Case* and *Baker* v. *Bolton*, rather than the case of *Flint* v. *Lovell*, for the reason that on the death it would at least be arguable that the felony became complete and the right of action became merged in the felony as those cases decided. Whether it did or did not do so would depend on whether the degree of negligence constituted the killing manslaughter—an inquiry which I do not think the 1934 Act required the court to make. In other words, I do not think that *Flint* v. *Lovell* should be extended beyond that which it actually decides, namely, that a living person may complain that as the result of the wrongful act of another his future expectation of life is less than it otherwise would have been."

On the other hand, Lord Atkin saw "no reason for extending the illogical doctrine of the "*Amerika*" to any case where it does not clearly apply," and held that the right vested in a living person to claim damages for loss of expectation of life on the principle recognised in *Flint* v. *Lovell*—a decision described by the learned lord as "simple and inevitable"—passed on his death to his personal representative. There was no reason why the fact that the expectation was realised, that is, that death came at the time anticipated or sooner, should make any difference.

The decision of the House of Lords establishes the fact that damages are recoverable in such cases, but it affords little guidance as to the measure of such damages since the House accepted the sum of £1,000 fixed by the Court of Appeal as amount recoverable if the initial question were answered in the affirmative. Lord Atkin's judgment points to some of the difficult questions which may in some future case arise under this head. The Law Reform (Miscellaneous Provisions) Act expressly excludes the taking into account of any loss (or gain) to the estate of the deceased person consequent upon his death (other than a sum for funeral expenses)—*ibid* s. 1 (2) (c)—but if the maxim *expressio unius est exclusio alterius* is regarded as relevant in this connection, the foregoing provision serves to emphasise the wide field over which an inquiry into the various heads of damage might range.

Animals Crossing Highways.

In a previous leading article, entitled "Animals Escaping on Highways" (1936), 80 Sol. J. 524, the question was considered of liability for accidents due to straying animals. Another aspect of the same problem arises in cases in which animals, while not actually straying, are not sufficiently under control to prevent accidents from arising. The following is a selection of recent decisions on this question:—

In *Barker* v. *Brailsford*, at Chesterfield County Court, the claim was for £19 14s. 6d. in respect of damage to a motor car, and the counter-claim was for £11 15s. in respect of the loss of a cow, which had collided with the car. The plaintiff's case was that, on the 18th September, 1936, while he was driving his car, it was run into by a cow. The defendant's case was that his cows, having been milked, were being driven out of the farmyard to pasture. A man was employed to guide the cows, but they were peaceful animals, and, as it was a quiet part of the countryside, they had got into the habit of leaving the man behind. His Honour Judge Longson observed that the man was out of sight when the accident happened, whereas he should have made sure the road was clear, and so prevented the accident. The latter was due to the negligent manner of driving the cows on to the highway. Judgment was given for the plaintiff on the claim and counter-claim, with costs.

In *Hinds* v. *Elton*, at Chippenham County Court, the claim was for £23 10s. as the value of a cow. The plaintiff's case was that, on the 9th January, 1937, at 5 p.m., a herd of forty-one cattle were being taken back from milking. Although it was only dusk, one man went in front with a hurricane lamp, and another man in a white milking coat followed the herd. While the last three or four cows were crossing the road, the defendant's car was seen approaching from a distance of 150 yards. The man with the lamp waved it, and the other man was walking by the last cow. Nevertheless the defendant did not stop, but struck one cow broadside and carried it 25 yards, killing it outright. The defendant's case was that he could see clearly with his sidelights, and noticed the man in the white coat disappear. A cow then suddenly jumped out of the hedge without warning, giving him no chance to avoid it. His Honour Judge Kirkhouse Jenkins, K.C., held that the defendant, having seen the man in the white coat, was put upon enquiry as to why he was there. The brake marks extended for 15 to 20 feet before the impact, showing that the defendant was travelling too fast. Judgment was given for the plaintiff for £19 10s. and costs.

In *Weaver* v. *Cutler*, at Kidderminster County Court, the claim was for £18 6s. as the cost of repairing a motor car. The plaintiff's case was that his car had been stopped, to mend a puncture, when it was struck by the wheel of a cart, drawn by two bolting horses. A submission was made that there was no case to answer, as the mere fact of horses bolting was no evidence of negligence. The submission was overruled, and the defendant's case was that he had been leading the horses out of a field, when for some unexplained reason (as they were both normally quiet) they took fright and bolted through the gate. His Honour Judge Roope Reeve, K.C., observed that the defendant was coming in and out

of the field frequently, and it was a moot question whether it was better to leave the horses unattended, while the gate was opened and shut, or to leave the gate open and never leave the horses unattended. Although the plaintiff had not contributed to the damage, he could only succeed upon proof of negligence, of which there was no evidence. Judgment was given for the defendant with costs. Compare *Gayler and Pope, Ltd.* v. *B. Davies & Son, Ltd.* [1924] 2 K.B. 75.

Company Law and Practice.

Section 78 of the Companies Act, 1929.

I HAVE recently received a letter from a correspondent in New Zealand asking me to deal with a point which arises out of s. 78 of the Companies Act, 1929. Section 78 is the section which imposes on a receiver for debenture-holders the duty of paying in priority to all other debts those debts which would be preferential debts within the meaning of s. 264 of the Act, if the company were in liquidation. Sub-section (1) of the section reads as follows:—

"(1) Where, in the case of a company registered in England either a receiver is appointed on behalf of the holders of any debentures of the company secured by a floating charge, or possession is taken by or on behalf of those debenture-holders of any property comprised in or subject to the charge, then, if the company is not at the time in the course of being wound up, the debts which in every winding-up are under the provisions of Pt. V of this Act relating to preferential payments to be paid in priority to all other debts, shall be paid out of any assets coming to the hands of the receiver or other person taking possession as aforesaid in priority to any claim for principal or interest in respect of the debentures."

We are not concerned with the provisions of the remaining sub-sections of the section.

My correspondent has directed his attention towards discovering a possible method whereby in effect the preferential payments would be postponed to the claims of the debenture-holders or, perhaps, would be robbed of their preferential character. I proceed to set out *verbatim* those passages from his letter in which he puts forward his contentions:—

"The section applies where 'a receiver is appointed on behalf of' the debenture-holder. It has been held in *Barnby's Limited* [1899] W.N. 103, that the section applies where the appointment is made 'by' the debenture-holder. Is it possible to escape the effect of the section by taking power in the debenture trust deed for the trustee to require the company itself to make the appointment implementing this power by a power of attorney from the company to the trustee to make the appointment in the company's name; the receiver so appointed to be as usual the company's agent and to have the same powers and duties as in the ordinary receivership clause? Would a receiver so appointed be held to be appointed 'on behalf of' the debenture-holders? The phrase 'on behalf of' generally imports agency; it does not go so far as 'for the benefit of' or 'in the interests of' . . ."

Now I will say at once that I am forced to the conclusion that this ingenious argument is not sufficient to evade the operation of the section. Before proceeding to examine it any closer, let me state what I believe to be the scheme of the Act as regards preferential payments as revealed by a study of its relevant provisions. I think that what the legislature intended to provide and has in fact provided is this, that when anything occurs which interferes with the normal working of a company's affairs certain debts are to receive preferential treatment and be paid immediately out of the assets of the company by the liquidator, receiver or any other person who is in a position to do so by reason of such interference, and that this provision applies, whether or not the company be in liquidation. If this is the general scheme and intention of the Act, then in order to arrive at the result which my correspondent adumbrates, it is necessary to show that there is a vital omission from s. 78 of the Act which deals with the position where a company is not in liquidation. I do not think that there is any such omission. On the contrary, the section is designedly wide and in my opinion all-embracing.

The essence of the plan put forward in the letter is the appointment of the receiver by the company. It is suggested that a receiver so appointed might not be appointed "on behalf of" the debenture-holders. It is, of course, not possible to cite any authority on such point, which boils down to one of construction of the English language. The receiver would, it is true, be appointed by the company, but the fact remains that the company would be making the appointment at the request of the trustee for the debenture-holders and in pursuance of obligations contained in the debenture trust deed and entered into by the company as part of the transaction for securing the loan. In such circumstances it appears impossible to maintain with any but the very slightest prospects of success that the receiver had not been appointed "on behalf of" the debenture-holders. An appointment by the company while a pistol is being held to its head by the trustee for the debenture-holders (albeit in pursuance of a contract to that effect!) is surely an appointment made on behalf of the debenture-holders.

The letter goes on to say: "The phrase 'on behalf of' generally imports agency; it does not go so far as 'for the benefit of' or 'in the interests of.' But is this so? There is, I admit, a distinction (though a fine one) inasmuch as the first phrase denotes some form of activity on the part of some person, whereas the latter phrases may be purely passive. But it does not follow, and I do not agree, that 'on behalf of' imports agency. When a collection is made in church *on behalf of* the —— Mission, are the churchwardens agents of the mission? Or, again, if on a flag day a charitable person pays his sixpence but the seller inadvertently prods him with the pin attached to the purchased emblem and blood poisoning ensues, has the charitable person a claim against the charity *on whose behalf* the emblem was sold? These matters are somewhat far removed from Company Law and Practice, but there is still one further point which brings us nearer to our subject. The writer of the letter has pointed out that a receiver for debenture-holders is the agent of the company, and in this he is, of course, right (at any rate, while the company is still a going concern). If, however, he is not the agent of the debenture-holders and if the phrase "on behalf of" imports agency, then it follows that he was not appointed on behalf of the debenture-holders. Such a result stultifies s. 78 of the Act. The solution of the tangle is that the receiver *is* nevertheless appointed on behalf of the debenture-holders, and that he would be so appointed even if resort were had to the roundabout method suggested by the writer of the letter.

I will add a word about the case cited, *In re Barnby's Limited* [1899] W.N. 103. This was a case under the Preferential Payments in Bankruptcy (Amendment) Act, 1897, s. 3 of which is substantially the same as s. 78 of the Companies Act, 1929. The company was not in liquidation, but a receiver had been appointed by debenture-holders under a power to that effect contained in the debentures. The question was whether the above-mentioned Act applied. It was argued that inasmuch as the receiver was the agent of the company only, possession "by" him was not possession "by" the debenture-holders, and, further, that an appointment "on behalf of" the debenture-holders must be an appointment by the court. Therefore, unless it could be said that possession was taken by the receiver "on behalf of" the debenture-holders, the case was not covered by the Act. There is only a short note of the judgment, which I append

verbatim, but it does not, as I read it, at all bear out that view of the case which is taken by my correspondent. It runs as follows: "North, J., held that the possession of the receiver, if not taken 'by,' was taken 'on behalf of' the debenture-holders, that the Act consequently applied, and that an inquiry thereunder must be directed in the form now in general use." So far from holding that the possession of the receiver was taken "by" the debenture-holders, the learned judge seems to have considered it unnecessary to decide that point because he was able to hold that possession was taken "on behalf of" the debenture-holders; and accordingly any claims under the debentures must rank after the preferential debts.

A Conveyancer's Diary.

Some Cases on the meaning of "Charity" or "Charitable."

It certainly is very difficult to understand some of the authorities on the subject of what are and what are not to be regarded as "charitable" gifts.

The latest case on the subject is *Re Ashton's Estate; Westminster Bank Ltd.* v. *Farley* [1937] W.N. 261, where the question was whether a gift to the vicar and churchwardens of a named church "for parish work" was charitable.

By her will a testatrix gave her residuary estate "Upon trust in equal shares to St. Clement's Mission . . . for their mission work, the Society for the Propagation of the Gospel in Foreign Parts, to the Vicar and Churchwardens of St. Columba's Church Hoxton (for parish work) and the Vicar and Churchwardens of St. Cuthbert's Church Pilbeach Gardens Kensington (for parish work)."

The plaintiff bank was sole executor of the will and issued a summons to have it determined whether the last two gifts were valid charitable bequests, or whether they failed and passed as on an intestacy to the testatrix's next of kin.

The authorities regarding what purposes are charitable are, of course, very numerous. I will only mention a few which seem to me most in point in this instance.

In the first place it may be convenient to refer to *Income Tax Commissioners* v. *Pemsel* [1891] A.C. 531. That case turned, it is true, upon the construction of provisions in the Income Tax Act, 1842, and not upon the construction of a will, and different considerations may apply, but the case is instructive and interesting particularly by reason of some observations of general application made by Lord Macnaghten.

In passing it may be noticed that the difficulties of construction in such cases is well illustrated in that case by the fact that there was such diversity of opinion between the judges before whom it came. In the Queen's Bench Division (22 Q.B.D. 296) on an application for a writ of *mandamus* it was held in effect by Lord Coleridge, C.J., that the language under consideration in that case (to which I will refer presently) did not create a charitable trust. Grantham, J., dissented, but withdrew his judgment. In the Court of Appeal all three of the Lords Justices agreed that there was a charitable trust and that the decision of the court below must be reversed; but Fry, L.J., did not agree with the reasons given by Lord Esher, M.R., and Lopes, L.J. In the House of Lords the decision of the Court of Appeal was affirmed by a majority of three to two, the dissentients being Lord Halsbury, L.C., and Lord Watson.

The trust in the will was "to apply two-fourths of the income for the purpose of maintaining, supporting and advancing the missionary establishments among heathen nations of the Protestant Episcopal Church known as the Moravians"; and the remaining two-fourths for purposes which were admitted in argument in the House of Lords to be charitable within the meaning of the Income Tax Act, 1842. That Act provided that allowances were to be granted by the Income Tax Commissioners in respect of income of property "belonging to any hospital, public school, or almshouse, or vested in trustees for charitable purposes, so far as the same are applied to charitable purposes."

The Commissioners refused to grant the allowances, and the proceedings, commenced by writ of *mandamus*, ended in the House of Lords as I have stated.

In the course of his speech, Lord Macnaghten made some observations on the popular and the legal meaning of the words "charity" and "charitable." His lordship said: "No doubt the popular meaning of the words 'charity' and 'charitable' does not coincide with their legal meaning; and no doubt it is easy enough to collect from the books a few decisions which seem to push the doctrine of the court to the extreme, and to present a contrast between the two meanings in an aspect almost ludicrous. But still it is difficult to fix the point of divergence, and no one as yet has succeeded in defining the popular meaning of the word 'charity.' The learned counsel for the Crown did not attempt the task. Even the paraphrase of the Master of the Rolls is not quite satisfactory. It would extend to every gift which the donor, with or without reason, might happen to think beneficial for the recipient; and to which he might be moved by the consideration that it was beyond the means of the object of his bounty to procure it for himself. That seems to me much too wide. If I may say so without offence, under conceivable circumstance, it might cover a trip to the Continent, or a box at the opera. But how does it save Moravian missions? The Moravians are peculiarly zealous in missionary work. It is one of their distinguishing tenets. I think they would be surprised to learn that the substantial cause of their missionary zeal was an intention to assist the poverty of heathen tribes. How far, then, it may be asked, does the popular meaning of the word 'charity' correspond with its legal meaning? 'Charity' in its legal sense comprises four principal divisions: trusts for the relief of poverty; trusts for the advancement of education; trusts for the advancement of religion; and trusts for other purposes beneficial to the community, not falling under any of the preceding heads. The trusts last referred to are not the less charitable in the eye of the law because incidentally they benefit the rich as well as the poor, as, indeed, every charity that deserves the name must do either directly or indirectly. It seems to me that a person of education, at any rate, if he were speaking as the Act is speaking with reference to endowed charities, would include in the category educational and religious charities, as well as charities for the relief of the poor. Roughly speaking, I think he would exclude the fourth division."

In *Re Ashton's Estate* it was contended that the trust there created came under the third and fourth headings in Lord Macnaghten's division. It was said that a gift to the vicar and churchwardens of a particular parish "for parish work" was for religious purposes and also that such a gift was for the benefit of all the inhabitants of the parish. So far as the latter part of this contention is concerned, it is clear that if the gift in question had in fact been for the benefit of all the inhabitants of the parish, the gift would have been charitable. That was held in *Attorney-General* v. *Earl of Lonsdale* (1827), 1 Sim. 105, where the trust was "for the good of the County of Westmorland and the Parish of Lowther especially." It was said, on the other hand (and as will be seen, so held by Bennett, J.) that the expression "parish work" confined the benefit of the trust to those connected with the particular churches named and not for the benefit of all the inhabitants of the geographical area included in the bounds of the ecclesiastical parishes defined by reference to the churches of those parishes.

As to the former of the two contentions, namely, that the expression "parish work" imported religious purposes only, it will be instructive to contrast that expression with somewhat similar language considered by the courts in some other cases.

In *Re Garrard* [1907] 1 Ch. 382, there was a gift to the vicar and churchwardens for the time being of Kington "to be applied by them in such manner as they in their sole discretion think fit."

Kekewich, J., held that there was a good charitable bequest.

A later case is *Re Bain: Public Trustee* v. *Ross* [1930] 1 Ch. 224.

In that case the gift was "To the vicar of St. Alban's Church, Brooke Street, Holborn, E.C. for such objects connected with the church as he shall think fit."

Eve, J., held that the gift failed because the objects indicated were not necessarily charitable. That decision was reversed by the Court of Appeal (Lord Hanworth, M.R., and Lawrence, L.J.; Russell, L.J. dissenting) on the ground that the discretion vested in the vicar must be exercised within the scope of church, and not parochial purposes, some of which might not be charitable. Lord Hanworth, M.R., said in his judgment: "It is because we have got the church as the centre of this bequest and not the parish, that I think we are right in rejecting outside considerations, and in saying that this is a good bequest to the vicar as a trustee for the purposes of his church, that is, for the fabric and for the services which are conducted therein."

The last case to which I will refer is *Re Stratton* [1930] 2 Ch. 151, and (on appeal) [1931] 1 Ch. 197.

There a testratrix made a bequest to the vicar for the time being of a named parish "to be by him distributed at his discretion among such parochial institutions or purposes as he shall direct."

It was held by Bennett, J., and by the Court of Appeal that as the words "parochial institutions or purposes" might include objects which were not charitable in the legal sense, and the gift contained no words limiting the vicar's discretion to such of them as were so charitable, the gift was invalid.

I must say I find it difficult to reconcile the decision in this case with that in *Re Garrard*.

In *Re Ashton's Estate*, Bennett, J., held that the gifts were invalid on the ground that "parish work" need not necessarily be charitable, although, as his lordship said, if the gifts had been "to the vicar and churchwardens" *simpliciter*, the gifts would have been good, and it seems the gifts would also have been good if stated to be "for church work" or "work in connection with the church."

That appears to me to be a very fine distinction.

Landlord and Tenant Notebook.

Arbitration and Valuation.

Some people whose business it is to proclaim the advantage of arbitration over litigation are, perhaps, unaware of the fact that the former method of settling disputes has often been extolled in courts of law themselves, and would be still more surprised to learn that arbitration is not always the last word in simplicity and expedition and cheapness. Not only judges, but also some text-book writers, have advocated valuation by agreement as the best means of disposing of certain claims.

Reference to valuers has been provided for in agricultural leases for centuries, and thousands of disputes as to the amount payable for tenant-right, etc., have been determined in this practical manner. It has been suggested that similar provision for the assessment of dilapidations might well be inserted in other leases, and this might be done; but regard should be had to the fact that the L.T.A., 1927, has made the position less simple than it formerly was. There is also, of course, the difficulty that prospective tenants may develop some shyness if obligations of this kind are brought home to them.

At all events, one matter must be present to the mind of him who drafts or peruses a valuation clause: namely, do the parties desire valuation or arbitration? The use of either expression is not, of course, of itself conclusive, and unless the true object be clearly expressed the device may cause more trouble than it can save.

The importance of the difference was brought to a head by the case of *Re Hopper* (1867), L.R. 2 Q.B. 367, and the fact that that decision has been distinguished on several occasions since shows that the border-line is elusive. Long before, however, the possibility of such conflict had been foreshadowed by *Leeds* v. *Burrows* (1810), 12 Ea. 1, which arose out of an agreement between an outgoing tenant and his successor that the latter should pay so much money as certain referees should appraise and value some agreed goods at. The technical objection was taken, but overruled, that the document reporting the result should have borne an award stamp instead of an appraisement stamp.

But in *Re Hopper*, *supra*, the dispute was between landlord and tenant of a market-garden, the lease of which provided that if the premises should be sold during the term the tenant would quit and then, and in such case, each party should appoint a valuer, such valuers to estimate the compensation to be given for so quitting and giving up; and in case the parties should disagree in their valuation, they should, before proceeding to value as aforesaid, name an umpire, whose decision should be binding. The premises were sold, and thereupon the parties executed a deed by which each appointed a valuer, empowering them not only to appoint an umpire (by endorsement on the deed), but also to hear witnesses, and providing for the production of documents. The first difficulty which presented itself was that the two valuers, having duly considered the possibility of disagreeing as to the amount, found that they could not agree an umpire. They resolved this by writing the names of their nominees on pieces of paper and placing these in and withdrawing one from a hat. It was that of the tenant's valuer's nominee. The assessments did differ, £1,224—£750, and the umpire, after several sittings and after dining with the tenant's attorney and the tenant at an inn belonging to the latter and drinking so freely that he had to stay the night, made the figure £1,020 6s. 8d.

The preliminary question was whether there had been an arbitration or not, so that the court could act under the Common Law Procedure Act, 1854, s. 17 (the precursor of the modern Arbitration Act, 1889), and it was held that as power was given to examine witnesses and books were to be produced there was an intention that each party's case should be heard, and thus an arbitration.

It might be suggested that it was the deed by which the parties carried out or rather purported to carry out the clause in the lease which constituted the submission to arbitration, rather than that clause itself, which does not seem to me to contemplate any such elaborate proceeding; but the clause, as pointed out in *Re Dawdy*, *infra*, did make the umpire an arbitrator. The decision also gave us some useful authority on the law affecting arbitration; the appointment of the umpire by lot was approved, his acceptance of hospitality disapproved but held not to be fatal.

The importance of the intention was pointed out by Thesiger, L.J., in *Bottomley* v. *Ambler* (1877), 38 L.T. 545, C.A., which arose out of an order made in action referring questions as to the commencement of and the rent payable under a lease of a will to two "arbitrators" and in default of agreement an umpire. All three were experts. The umpire (after disagreement between the so-called arbitrators), having heard them only, it was held that as they had not been appointed to ascertain facts by calling witnesses, but to see the property themselves as paid agents of the parties, they were not arbitrators at all.

Re Hopper was not only distinguished, but explained by Lord Esher, M.R., in *Re Dawdy* (1885), 15 Q.B.D. 426, C.A., and a passage from his judgment is an excellent guide to the essential difference between the two proceedings: "A

material provision contained in the agreement in *In re Hopper* is wanting in the present case; there was there a distinct provision in the agreement that, if the two valuers . . . should disagree in their valuation, the amount of the compensation . . . should be referred to the umpirage of such person as they should in writing appoint. The parties had agreed that, in case of difference, an umpire should be appointed to determine as arbitrator, and he was an arbitrator, if the valuers were not."

The subject-matter, as well as the words, is to be looked to when ascertaining this intention, as was pointed out in *Re Hammond and Waterton* (1890), 62 L.T. 808 (one of the first cases after the passing of the Arbitration Act). The facts were similar to those of *Re Hopper*, in so far that the question was the amount of compensation payable to a tenant on giving up his tenancy, but differed in that the lease itself named the referees. It also differed in that it described the tribunal of first instance as " C, as arbitrator for and on behalf of [the tenant] and G, as arbitrator for and on behalf of [the landlord] " (some practitioners with experience of the course of commercial arbitrations might characterise this as a piece of engaging candour). But what weighed considerably with the court was that the arbitrators and the umpire so named were, as in *Bottomley* v. *Ambler*, *supra*, experts; this pointed to an intention that they should use their own observation and skill, and not require the assistance of evidence.

It may be observed that while the Agricultural Holdings Act, 1923, like its predecessors, provides for the settlement of most disputes by a form of arbitration (not governed by the Arbitration Act, 1889), valuation by agreement is not excluded as a means of determining compensation for improvements. By section 1 (3) statutory compensation is in lieu of compensation by custom or by agreement, and s. 57 (1) declares that " agreement " includes agreement arrived at by valuation.

Our County Court Letter.

LIEN OF BAILEES FOR REWARD.

In the recent case of *Bowler* v. *Northern Piano Co.* at Nottingham County Court, the claim was for the return of the action of a piano, the return of £1 paid as a deposit and £5 as damages for misrepresentation. The plaintiff's case was that he had permitted the defendants to remove the action on their agent's representation that it was full of moth and grub and needed fumigating. The piano, however, had nothing wrong with it, except that it was dusty. Although the plaintiff had agreed to pay £6 as the balance of an account for work done, he had only done so under duress, i.e., behind a locked door. The latter allegation was denied by the defendants, whose case was that moth and grub were in the felting and that their charges for cleaning, disinfecting and re-felting were reasonable for skilled work. His Honour Judge Hildyard, K.C., gave judgment for the defendants, with costs.

NOMINAL RENT OF YEARLY TENANT.

In *Davies* v. *Jones*, recently heard at Aberayron County Court, the claim was for an injunction, 10s. damages and the return of goods. The plaintiff's case was that in 1909 he was granted a lease of his house, smithy and garden for fifty years. In 1915 he purchased the freehold, but the conveyance did not include the plot in dispute (since purchased by the defendant) for which the plaintiff had always paid 1s. a year as rent. In August, 1936, the defendant wrote demanding possession on a day's notice, but the plaintiff considered that he was a yearly tenant and did not quit. The defendant thereupon locked the gate and removed a wheelbarrow in order to raise the question of the tenancy. The defendant's case was that, having purchased the plot in June, 1936, he could serve notice to quit at any time. The fact that the plaintiff only paid a nominal rent of 1s. implied that he was only a tenant at will. His Honour Judge Frank Davies observed that the plaintiff had apparently been in possession of the plot without paying rent for fifty years until 1915. He might therefore have claimed a possessory title, under the Statute of Limitations, but the receipts showed that he was a yearly tenant and entitled to six months' notice expiring at Michaelmas. In view of the yearly tenancy, the plot could only have been sold subject to the tenant rights. Judgment was given for 5s. as damages for trespass, with costs on the lower scale, column 2. The defendant undertook not to repeat the trespass.

THE REMUNERATION OF ESTATE AGENTS.

In *March* v. *Wiltshire*, recently heard at Torquay County Court, the claim was for £22 10s., as commission on the sale of a house. The plaintiff relied upon a written agreement, under which he was to receive 2½ per cent. if successful in disposing of the defendant's house, No. 10, Churchway, Babbacombe, for £900. Three houses were for sale in Churchway, and the purchaser of No. 10 was shown over it by the plaintiff only. A firm of house agents had shown the purchaser over the other houses, and, on her buying No. 10, they considered they had become entitled to commission, and they therefore collected it in ignorance of the existing agreement with the plaintiff. The defendant's case was that, although the plaintiff had introduced her property to the purchaser, there was no idea of commission. The purchaser had already been taken over No. 7, Churchway, by the firm of house agents, but she had had no order to view No. 10. The firm had also shown No. 12 to the purchaser, and had informed her that two other houses were for sale. No. 10 was, in fact, on their books at £950, and the price was discussed with the purchaser, who had not mentioned the plaintiff until after the contract was signed. His Honour Judge Wethered observed that it was possible that the defendant had entered into a contract with two people. Judgment was given for the plaintiff for the amount claimed, with costs.

RECENT DECISIONS UNDER THE WORKMEN'S COMPENSATION ACTS.

REDEMPTION BY LUMP SUM.

In *Pensford and Bromley Collieries* (1921) *Limited* v. *Harris*, at Bristol County Court, an application was made for redemption of compensation, payable at the rate of 5s. 1½d. a week, for a lump sum of £139 4s. 1d. His Honour Deputy Judge Wilshire, in a reserved judgment, accepted the figure of 5s. 1½d. and also the fact that the respondent's condition was stable. Although the right arose to apply for redemption, after six months' compensation, the applicants had waited another two years and four months. This indicated their good faith, and the case was appropriate for redemption. An order was made accordingly, with costs.

SUICIDE NOT AN ACCIDENT.

In *Godber* v. *James Oakes & Co. Ltd.*, at Alfreton County Court, the applicant's case was that her late husband was employed at the defendants' colliery, where he sustained a compound fracture of the thigh in March, 1935. After being treated in hospital, he returned home, but committed suicide by hanging in 1936. It was contended that his mental derangement was due to the accident, but this was denied by the respondents. His Honour Judge Longson (sitting with a medical assessor) held that the applicant had not discharged the onus of proving that the accident had caused a mental derangement conducing to the suicide. No award was therefore made. In *Jenkins* v. *Lancaster Collieries Ltd.* (1923), 16 B.W.C.C. 11, the Court of Appeal accepted the

principle that the applicant must show not only that the death is due to insanity, but that the insanity is the direct result of the injury. It is insufficient to show that the insanity is an indirect result, e.g., that it was caused by brooding over the accident or worrying over the inability to work.

HALF-DIFFERENCE COMPENSATION.

In *Huthwaite* v. *Babbington Coal Co.*, at Alfreton County Court, the applicant had earned £3 6s. a week as a miner until 1923. A blow-out had then occurred during shot-firing, and the muscles, arteries and nerves of the applicant's upper arm had been practically destroyed. Compensation was paid at 35s. a week for twenty weeks, after which the applicant did light work until April, 1933. Hospital treatment then became necessary again, and "half-difference compensation" of 11s. per week was paid until the 1st November, 1936, when the applicant was offered his old work with pick and shovel at the coal-face. The applicant contended that he could not resume his old work. On the medical evidence, His Honour Judge Longson upheld the applicant's contention. An award was made of 11s. a week for partial incapacity from the 1st November, 1936, with costs on Scale B.

ANTHRAX AS AN INDUSTRIAL DISEASE.

In *Read* v. *Hardy*; *Ward's Shoddy Manures, Limited*, third party; at Boston County Court, the applicant had been employed as a horseman by the respondent. In September, 1935, the applicant assisted in carting and spreading some manure called shoddy, consisting of combings of wool. This was dirty and difficult to handle, and the applicant, having contracted anthrax, was in hospital until April, 1936. Technical evidence was given by the third party to the effect that the disease could be contracted from wool, hides, hair, bones or animals suffering from the disease. No case was known, however, of an animal acting as a carrier, without itself succumbing to the germ, and none of the manure had been derived from infected animals. His Honour Judge Langman made an award of 21s. a week from the 26th September, 1935, to the 24th July, 1936. See the Workmen's Compensation Act, 1925, s. 44, and the Third Schedule.

Obituary.

MR. A. L. GARNETT.

Mr. A. L. Garnett, retired solicitor, of Burnley, died recently in the Isle of Wight, at the age of 81. Mr. Garnett was admitted a solicitor in 1878, and practised for some years at Barrow-in-Furness. He went to Burnley in 1892, and practised there until 1927, when he retired. He was a past-president of the Burnley and District Incorporated Law Society.

MR. R. WILDING.

Mr. Richard Wilding, solicitor, head of the firm of Messrs. Wilding & Son, of Blackburn, and a partner in the firm of Messrs. Wilding, Earley & Pegge, of Manchester, died on Saturday, 3rd July, at the age of 64. Mr. Wilding, who was admitted a solicitor in 1896, was secretary of the Blackburn Incorporated Law Association from 1903 to 1921, and president in 1927.

Senior probation officers are being appointed to take charge of probation work at each of the Metropolitan police courts, and five of these will be women. The latter will be senior to male probation officers, although their particular responsibility will be for the female probationers.

To-day and Yesterday.

5 JULY.—On the 5th July, 1736, there opened in the High Court of Justiciary at Edinburgh the proceedings against Captain John Porteous of the City Guard. At an unpopular execution he had ordered his men to fire on the crowd round the gallows, though there was no real danger, and half a dozen people had been killed. At the trial he was convicted of murder and sentenced to death, but before the day fixed a reprieve was granted. Then followed one of the blackest deeds in the history of Edinburgh. In the night, a carefully organised mob raided the prison, seized the unfortunate Captain and hanged him by lynch law.

6 JULY.—On the 6th July, 1535, at nine o'clock in the morning, Sir Thomas More, formerly Lord Chancellor, was executed on Tower Hill.

7 JULY.—When the astonishing Baronne de Feuchères died in 1840, she left behind a legacy of litigation. Daughter of a poor Isle of Wight fisherman, she early began to trade on her charms. At nineteen, an annuity of £50 from an admirer put education within her grasp. Soon after, she became the mistress of the Duc de Bourbon, followed him to France, rose at court and married a nobleman. On the Duke's death she inherited a vast fortune, which, when she too died, was the subject of a tangled litigation in France and England, embracing Chancery and Doctors' Commons. The child of a sister married in France, the Paris hospitals, assignees of her husband's rights and a brother and sister as next-of-kin fought one another till exhaustion compelled compromise. The last legal echo was an action in the Exchequer on the 7th July, 1843, when the solicitors of the next-of-kin sued successfully for their charges.

8 JULY.—On the 8th July, 1814, two years after his retirement from the Court of King's Bench, Sir Goulden Lawrence died. He was buried in the church of St. Giles in the Fields. So conscientious was he as a judge that he bequeathed a legacy to a litigant who had lost an action in which he considered that he had misdirected the jury. He was a kindly man, his only roughness being towards journalists and newspaper men.

9 JULY.—John Taylor Coleridge was born at Tiverton on the 9th July, 1790, the son of Captain James Coleridge, a retired army officer who had had the good fortune to marry a Devon heiress. When, in 1812, he joined the Middle Temple, he began the history of a long and distinguished family association with the law which "was not a hard mistress to him and did not allow him long to languish without business." He became a judge in 1835.

10 JULY.—About 1815, the Berkeley Hunt was giving a good deal of trouble to the landowners about Watford and Stanmore, who complained of repeated trespasses and damage to property. On the 10th July, 1816, a case against the huntsmen was brought in the King's Bench. The Attorney-General explained to the Court how thirty years before, the hunt had been conducted inoffensively and without wanton destruction, a field of noblemen and gentlemen always assembling, but that latterly it had fallen into the hands of subscribers and "any Cockney who could hire a horse, or any groom who could borrow one from an absent master, repaired to it for a day's sport." They "defied all obstacles but such as were calculated to resist an invading army," doing great harm. Damages were awarded.

11 JULY.—On the 11th July, 1935, judgment was given in a case reported at 153 L.T. 334. A passage in which Swift, J., deals with the word "declinature" in a business document is memorable. His lordship said: "I hope I shall be forgiven and my ignorance will be excused if I pause here to say that the word . . . has come to my notice for the first time in my life, and I hope I may never see it again. It is a horrid word. I do not know who invented it and I do not know where it came from. I know where I

wish it would go to, and if it goes there I shall never see or hear it any more."

THE WEEK'S PERSONALITY.

Never has England known so delightful a combination of playful wit, profound learning, cultivated taste, invincible honesty, worldly wisdom and far-sighted statesmanship as met in the character of Sir Thomas More. When the news of his judicial murder spread over Europe, utter strangers wept. Well might the Emperor Charles V declare that had he had such a counsellor he would have preferred to lose his best city. In every country his death raised a threatening excitement against the English king. Yet More himself met his end with the most extraordinary cheerfulness. "I pray you see me safely up," he said to the lieutenant of the Tower at the foot of the scaffold, "and for my coming down let me shift for myself." Kneeling by the block, he brushed his prison-grown beard from off it, observing that it had never committed treason. So with a final declaration of faith in the Catholic Church and a prayer to God to send the King good counsellors, he died, exhibiting at the same time his devotion to principle, his religious fervour, his invincible courage and that imperturbable cheerfulness which enabled him to find humour in the most unpromising situations. No one knows where his body lies, but the history of the law, of painting, of philosophy, of literature, of England and of Christianity, all bear witness to the greatness of his soul.

DAMAGE BY DOGS.

Atkinson, J., is fortunate if he has not aroused the wrath of dog lovers by his recent observation that "the dogs are a nuisance at best," even though his words had special reference to crowded streets. The dog in the case made a personal appearance in court, maintaining a decent and respectful demeanour, but judgment went against his mistress in respect of an injury he had caused while chasing a cat. His adventure was unfortunately not as amicably settled as the misdeeds of "Jack," Mr. Justice Hawkins' famous terrier, when, on an early morning walk before court at Warwick, he was encouraged by his master to chase a rat across the cottage flower bed of a village Hampden. In vain the attendant marshal explained that the old gentleman who had gone ratting was a judge of Assize. "I didn't know," the householder exclaimed, "it wur the judge doin me the honour to tear my flower beds to pieces, but I tell 'ee what, Orkins or no Orkins, he ain't gwine to play hell with my flower beds. If he wants the ground for public improvement, as you call it, you can take it under the Act." But Hawkins, commending his spirit, returned a soft answer, and in the end it was with reluctance that the old fellow accepted a sovereign as compensation. Every morning for the rest of the circuit a beautiful bouquet from him appeared at the judge's lodging.

"CROWNER'S QUEST LAW."

It is to be hoped that the Departmental Committee set up by the Home Office to inquire into the law and practice relating to coroners will throw light on the obscurities of a very individualistic branch of law. One of the best stories of coroners had for its hero Mr. Geoffrey Elwes, Colchester Borough coroner. Very shortly after his appointment, a large number of silver coins of the early Norman kings were dug up within his jurisdiction and the problem arose in what form the jury and witnesses should be summoned, for treasure trove cases were obscure in practice by reason of their rarity. Not wishing to appear ignorant, he quietly composed what he considered suitable forms. At the end of the year he experienced a mild shock when in the annual report of the Coroner's Society there appeared a long account of the inquest along with which his compositions were reprinted described as "ancient precedents." Years afterwards, in telling the story, he expressed his relief that none of his brother coroners had ever asked where they came from.

Notes of Cases.

Judicial Committee of the Privy Council.

Sri Sri Iswari Bhubaneshwari Thakurani *v.* Brojo Nath Dey and Others.

Lord Russell of Killowen, Lord Macmillan and Sir John Wallis. 8th April, 1937.

INDIA—PRIVATE IDOL—DEED DEDICATING PROPERTY TO—EFFECT OF—POSSESSION JOINTLY WITH SHEBAIT—LIMITATION.

Appeal from a decision of the High Court of Judicature, Fort William (Rankin, C.J., and Costello, J.), reversing a decree of the High Court in its civil jurisdiction made by Buckland, J.

In 1888, the respondent Brojo Nath Dey and a brother executed a deed dedicating certain property in favour of a female domestic deity, who, by her shebait, was the appellant. By a family arrangement made in 1904, the dedication of 1888 was set aside, and the properties comprised in it were divided equally between Brojo Nath Dey on the one hand and his two nephews Satya and Pulin, who were half-brothers, on the other. The setting aside was effected in a consent order made in an action brought by Satya, to which the idol was not a party. In 1917, Satya sued Pulin for partition of their joint property, whereupon Pulin, although a party to the consent order of 1904, maintained that the property was still subject to the dedication to the idol. No final decree had been passed in that suit. Pulin having mortgaged his share of the property, his mortgagees in due course instituted suits for the realisation of their securities, whereupon one of Pulin's sons (Pulin having meanwhile died), claiming to be a shebait of the idol, raised the present action in the idol's name, making Brojo Nath Dey, Satya and the mortgagees defendants. *Cur. adv. vult.*

LORD MACMILLAN, delivering the judgment of the Board, said that, the issue not having been raised whether there was in Hindu law any warrant for the proposition that at any particular time, by consent of all the parties then interested in the endowment, a dedication in favour of a private idol might be set aside, their lordships accordingly said nothing on the subject. The deed of dedication provided *inter alia* that certain property including a house was for the location of the idol, and the residence of the shebaits. Other property was granted to the deity as debutter. Out of the income was to be reserved sufficient money for taxes and repairs to the property. The shebaits were also directed to purchase government securities with the surplus resulting annually after meeting prescribed expenses. When a large amount of money had thus accumulated, the shebaits were to cause tenanted houses to be built on specified lands, and take measures for the improvement and increase of the income of the debutter properties. The shebaits were also directed to build additional houses on the land with the money, and give them for the convenience of residence and habitation to the grantor's heirs. Their lordships had no difficulty in agreeing with the Chief Justice that the deed effectively dedicated to the idol's service the building in which she was located, and also the shebaits' house. Different considerations, however, applied to the other properties comprised in the deed. On a fair construction of the deed, it could not have been intended that ceremonies and expenditure of upkeep should increase indefinitely with the growing income yielded by the properties. The destination of the surplus in favour of the heirs was really a gift in their favour. The only construction of the deed was that there was a charge for the upkeep, etc., of the idol, who could not claim to have an absolute interest in any portion of the property governed by the provision that tenanted houses should be built on it. Finally, Satya, having for fourteen years after the family repudiation of the deed been in open

and honest possession of the land, had acquired a title by limitation. The fact that for twelve of those years the possession had been jointly with Pulin made no difference because Satya was not affected by Pulin's fiduciary disability as a shebait. The appeal must be dismissed.

COUNSEL: *M. H. Rashid*, for the appellant; *L. P. E. Pugh*, for the respondent Brojo Nath Dey; *L. de Gruyther*, K.C., and *J. M. Pringle*, for the respondent Satya; *W. Wallach*, for the remaining respondents.

SOLICITORS: *Nehra & Co.; Barrow, Rogers & Nevill; A. J. Hunter & Co.; Douglas Grant & Dold.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Robin Hood Mills Ltd. *v.* **Paterson Steamships Ltd.**

Lord Atkin, Lord Thankerton, Lord Roche.
23rd April, 1937.

CANADA — SHIPPING — DAMAGE TO CARGO — "FAULT AND PRIVITY"—NEGLIGENT NAVIGATION—SHIPOWNER'S RIGHT TO LIMITATION OF LIABILITY—DEVIATION—MERCHANT SHIPPING ACT, 1894 (57 & 58 Vict., c. 60), s. 503.

Appeal from a decision of the Exchequer Court of Canada affirming a judgment of Demers, J., the Local Judge in Admiralty for the Quebec Admiralty District.

The appellants were the owners of a cargo laden on the respondents' ship, the s.s. "Thordoc." During a voyage in Lake Superior, the "Thordoc" stranded, and the appellants' cargo was damaged, the stranding being due to the fact that, as a result of a defect in the compass, the ship failed to make the desired course. The compass had been newly installed in the ship two months previously, and had been adjusted by a competent person appointed by the shipowners. Section 503 of the Merchant Shipping Act, 1894, provides *inter alia* that, the liability of shipowners is limited to an aggregate of £8 for each ton of the ship's tonnage where damage is caused to cargo without their actual fault or privity. The respondents brought an action claiming a decree limiting their liability under the section, attributing the stranding to improper navigation of the ship. The appellant cargo owners contended, *inter alia*, that the stranding was due to unseaworthiness of the "Thordoc" caused by defective adjustment of her compass. Demers, J., granted the limitation of liability.

LORD ROCHE said that the scope of s. 503 of the Act of 1894 was to limit the amount for which a shipowner could be liable for the faults of others than himself. The meaning of fault and privity in s. 502, which in that respect was identical with s. 503, had been authoritatively declared by the Court of Appeal and the House of Lords in *Lennard's Carrying Co. Ltd.* v. *Asiatic Petroleum Co. Ltd.* [1914] 1 K.B. 419; [1915] A.C. 705. The burden of showing that no such fault or privity subsisted was said in *Lennard's Case, supra*, to rest on the shipowners, and the present respondents did not seek to question that proposition as applying to this case. The section also established the important principle that the fault or privity of the owners must be fault or privity in respect of that which caused the damage in question—a proposition which was acted on in *Lennard's Case, supra*. The appellants had pleaded that there had been a deviation in the ship's voyage, but, at the time of the stranding, any deviation was past, and the ship was on a proper course for her contract voyage. Contract exceptions laid down in respect of one voyage might be rendered inapplicable and ineffective if the contract voyage were altered by deviation: *Joseph Thorley Ltd.* v. *Orchis Steamship Co. Ltd.* [1907] 1 K.B. 243, and *Tate & Lyle Ltd.* v. *Hain Steamship Co. Ltd.* (1934), 39 Com. Cas. 259. Here, however, the only possible conclusion was that the improper navigation which had caused the damage was not a cause for which the respondents could be said to be at fault because there had been a deviation. As to the compass, both courts below had found that the respondents had employed a competent compass-adjuster, and that they had known that he had carried out the adjustment. The appellants did not attempt to challenge that finding before their lordships. Whether the great negligence which caused the stranding lay with the wheelsman or elsewhere, his engagement and his appointment to take the wheel at the material stage of the voyage were the work and the responsibility of the captain, and even if the captain had been at fault, that was not the fault of the respondent shipowners. The appeal should be dismissed.

COUNSEL: *A. T. Miller*, K.C. and *R. Mackenzie*, for the appellants; *Sir Robert Aske*, K.C. and *A. A. Mocatta*, for the respondents.

SOLICITORS: *Hill, Dickinson & Co.; Holman, Fenwick and Willan.*

[Reported by R. C. CALBURN, Esq. Barrister-at-Law.]

High Court—Chancery Division.

Allied Newspapers Ltd. *v.* **Hinsley (Inspector of Taxes).**

Lawrence, J. 7th, 8th April, 1937.

REVENUE—INCOME TAX—BUILDING RENTED FOR PURPOSES OF TRADE — PART SUB-LET — WHETHER RENT PAID DEDUCTIBLE—INCOME TAX ACT, 1918 (8 & 9 Geo. 5, c. 40), Sched. D, Cases I and II, r. 3 (*a*).

Appeal by case stated from a decision of the Commissioners for the Special Purposes of the Income Tax Acts.

Between 1927 and 1931 the appellant company acquired a site and erected a building on it. They formed a subsidiary company to which they sold the building for £204,000, the cost price. They then took a lease of the building from the subsidiary company (which they entirely controlled) at a rack rent of £14,000 plus certain ground rents. Under that lease the appellants used part of the building for their own purposes and sub-let, or endeavoured to sub-let, the greater part of the building which they did not occupy. The appellants' object in acquiring the site, erecting the building and taking the subsequent lease of it was to ensure that they obtained unimpeded transport in Mark Lane for the rapid distribution of their newspaper between the printing works and their other buildings. The Commissioners accepted evidence that control of the building was essential for the appellants' trade in order that unimpeded transport might be maintained in Mark Lane, and they found that that object was effectively attained when the site was bought and the building erected. The appellants sought to deduct, as an expense wholly and exclusively incurred for the purposes of their trade within the meaning of Cases I and II, r. 3 (*a*) of Sched. D to the Income Tax Act, 1918, the difference between the rent which they paid for the building and the rents which they received from their sub-tenants. The respondent disallowed the deduction and the Commissioners upheld his decision.

LAWRENCE, J., said that *Strong & Co. Ltd.* v. *Woodifield* [1906] A.C. 448; *Smith* v. *Lion Brewery Co. Ltd.* [1911] A.C. 150; *Usher's Wiltshire Brewery Ltd.* v. *Bruce* [1915] A.C. 433; and *Inland Revenue Commissioners* v. *Falkirk Iron Co. Ltd.* [1933] S.C. 546, which had been cited to him, all appeared to turn on their own particular facts. In his opinion the Commissioners' finding that the reason for the acquisition of the site, the erection of the building and the taking of the lease was the commercial necessity which the company were under of having unimpeded access to their other buildings really concluded the case, because, in those circumstances, the rent of the building must, in his opinion have been laid out wholly and exclusively for the purposes of the appellants' trade. Referring to the speech of Lord Sumner in *Usher's Wiltshire Brewery Ltd.* v. *Bruce* [1915] A.C., at pp. 469, 470, his lordship said that it could not matter that the appellants derived some advantage

incidentally as the owners of the building, if there had been no lease, or as sub-lessors, having taken the lease. The Commissioners had been led into a decision inconsistent with their findings of fact through having had regard to the formation of the subsidiary company and the taking of a lease from it. The requisite control of Mark Lane having been obtained by the appellants after buying the site and erecting the building, the subsequent formation of the subsidiary company and the taking of a lease from them did not substantially alter the position. The lease was a legal document rendering the appellants liable for rent, and the Commissioners had found that the reason for the lease was the appellants' necessity of controlling Mark Lane. The Commissioners must have misdirected themselves in reaching their conclusion that the appellants were, in renting the building, carrying on a trade different and distinct from their trade as a newspaper company. In view of their findings of fact, the only way in which the Commissioners could arrive at that decision would be on the basis that, whenever a taxpayer leased premises for the purposes of his business, and, finding that part of them were not necessary for those purposes, proceeded to let them off, the very fact of the letting prevented him from deducting the rent which he had to pay under the lease. Such a decision would conflict with the principle on which the *Usher's Wiltshire Brewery Case* (*supra*) and the *Falkirk Iron Co.'s Case* (*supra*) were decided. The appeal must be allowed.

COUNSEL: *R. W. Needham*, K.C., and *J. S. Scrimgeour*, for the appellants; *The Solicitor-General* (Sir Terence O'Connor, K.C.) and *R. P. Hills*, for the Crown.

SOLICITORS: *Slaughter & May; Solicitor of Inland Revenue.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

In re Pipe; Ledger *v.* Mobbs.

Bennett, J. 30th June, 1937.

WILL—CONSTRUCTION—BEQUEST "TO THE MAYOR OF LOWESTOFT FOR THE BENEFIT OF POOR AND NEEDY FISHERMEN OF LOWESTOFT"—TO BE ADMINISTERED BY MAYOR FOR THE TIME BEING.

A testatrix who died in March, 1936, by her will made in November, 1934, bequeathed a quarter of her residuary estate "to the Mayor of Lowestoft for the benefit of poor and needy fishermen of Lowestoft." The question arose as to whom it should be paid and transferred.

BENNETT, J., in giving judgment, said that the testatrix intended that the fund should be administered by the Mayor of Lowestoft for the time being and not that a particular person, either the Mayor at the date of the will or the Mayor at the date of her death should administer it.

COUNSEL: *T. Wigan; G. P. Slade; Wilfrid Hunt; Andrews Uthwatt.*

SOLICITORS: *H. C. L. Hanne & Co.; Sharpe, Pritchard & Co.; Treasury Solicitor.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Donoghue *v.* Allied Newspapers Ltd.

Farwell, J. 6th July, 1937.

COPYRIGHT—NEWSPAPER—RACING MEMOIRS UNDER NAME OF WELL-KNOWN JOCKEY—MATERIALS SUPPLIED BY HIM—PUT INTO FORM OF ARTICLES BY FREE-LANCE JOURNALIST—OWNERSHIP OF COPYRIGHT.

In 1931, the plaintiff, a well-known jockey, agreed for £2,000 to supply certain newspaper proprietors with materials for articles amounting to about 50,000 words relating to his racing experiences to be written up by one Felsted, a free-lance journalist, acting on their behalf. In pursuance of the agreement Felsted took down notes of materials with which the plaintiff supplied him. When an article was written up and typed it was shown to the plaintiff who wrote in such alterations as he thought desirable, but these were not always adopted in the ultimate form. The series was called "Steve Donoghue's Racing Secrets." In 1936, the defendants acting under an agreement with Felsted, to which the plaintiff denied being a party, published in a newspaper owned by them a substantial part of certain of the articles under the title: "My Racing Secrets by Steve Donoghue." The plaintiff claiming copyright in the articles now sought an injunction to restrain them from infringing it.

FARWELL, J., in giving judgment, said that the question was whether the plaintiff was either joint or sole owner of the copyright. If he was neither the action failed. There was no copyright in a mere idea, but on the other hand an amanuensis by taking down word by word the language of an author did not become owner of the copyright. It was in the particular form of language by which the information was conveyed that the copyright existed. Here the form of language was, on the evidence, that of Felsted and not the plaintiff. *Evans* v. *Hulton & Co. Ltd.*, 40 T.L.R. 489, was very near this case, though not quite on all fours with it. The plaintiff had failed to show that he was owner or part owner of the copyright.

COUNSEL: *Sir Patrick Hastings*, K.C. and *A. A. Clark*; *Morton*, K.C. and *F. E. James.*

SOLICITORS: *W. H. Court & Son; Theodore Goddard & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Mutual Finance Ltd. *v.* John Wetton & Sons Ltd.

Porter, J. 26th April, 1937.

CONTRACT—UNDUE INFLUENCE.

Action tried by Porter, J.

The following statement of facts is, in substance, taken from the judgment. A father and son, William and Percy Wetton, were directors of the defendant company. Another son, Joseph, who carried on a separate business, wished to buy a lorry through the plaintiffs, whose business it was to finance the purchase of motor cars and lorries on the hire-purchase system. The plaintiffs required, *inter alia* a counter-guarantee by the defendants, and were furnished by Joseph Wetton with a guarantee purporting to be signed by William and Percy Wetton, and to be witnessed by Joseph. In fact, the whole document appeared to have been concocted by Joseph without his father's or brother's knowledge. Having obtained the guarantee, the plaintiffs paid the seller, and the lorry was handed to one, Clarke, who was buying it with Joseph Wetton. Clarke almost at once fell in arrear with instalments, and the plaintiffs demanded fulfilment of the guarantee, whereupon the secretary to the defendant company at once repudiated liability. The plaintiffs found one, Gregory, who was prepared to take over the hire-purchase agreement on terms. Their manager believed that Joseph Wetton had committed forgery, but had not decided to prosecute; he thought that the family were unlikely to permit a prosecution. Interviews took place at which the plaintiffs suggested that the defendants should guarantee a substituted agreement with Gregory. William Wetton, the father was not present because he was very ill, and Percy Wetton was, in the circumstances, very anxious that his father should not hear of the possibility of Joseph's arrest. No definite threat in terms was, at any time, made by the plaintiffs, nor any assertion of intention to prosecute if an agreement were not reached. Ultimately, the substituted guarantee was signed by Percy Wetton. The plaintiffs' local manager knew that a desire to avoid danger to his father's health had caused Percy to sign. Gregory having defaulted in his payments, the plaintiffs now sued the defendants on the guarantee.

PORTER, J., said that *primâ facie* the plaintiffs were entitled to recover. It was contended that the guarantee was voidable

because obtained by duress or undue influence. He unhesitatingly held that there had been no such duress as the common law would recognise. But at present the right to avoid a contract depended on the much wider relief given on principles originally evolved in the Courts of equity under the name of undue influence. The problem was stated, but not solved, at p. 259 of "Salmond & Winfield on Contracts" (1927 Edition). It was not necessary that there should be any direct threat to constitute undue influence. The headnote in *Williams* v. *Bayley* (1866), L.R.1, H.L.200, contained a correct exposition of the law. There need also be no promise to abstain from a prosecution. It was enough that the undertaking was given through a desire to prevent a prosecution, and that that desire was known to those who received the undertaking. In such a case one might imply, as he (his lordship) did here, a term in the contract that no prosecution should take place: see *Jones* v. *Merionethshire Permanent Benefit Building Society* [1892] 1 Ch. 173. *Kaufman* v. *Gerson* [1904] 1 K.B. 591; *Seear* v. *Cohen* (1881), 45 L.T. 589; and *Brook* v. *Hook* (1871), L.R. 6 Exch. 89, were cases where the underlying threat was prosecution of a husband or a son. Did the principle cover the case where the persons involved were the brother and father of the alleged criminal? He (his lordship) thought it did. He would be inclined to say that the doctrine extended to any case where the persons giving the undertaking were in substance influenced by the desire to prevent possible prosecution, and were known by the recipient of the undertaking to have been so influenced. The defendants were entitled to avoid the guarantee, and there must be judgment in their favour.

COUNSEL: *Maxwell Fyfe*, K.C., and *C. T. B. Leigh*, for the plaintiffs; *G. J. Lynskey*, K.C., and *T. M. Backhouse*, for the defendants.

SOLICITORS: *Vaudrey, Osborne & Mellor*, Manchester; *A. H. W. Wragg*, Manchester.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Ecclesiastical Commissioners for England *v.* Sackville Estates Ltd.

Lawrence, J. 23rd, 26th and 27th April, 1937.

REVENUE—INCOME TAX—DISPUTE BETWEEN LANDLORD AND TENANT AS TO PROPER DEDUCTIONS FOR TAX TO BE MADE IN PAYING RENT—INCOME TAX ACT, 1918 (8 & 9 Geo. 5, c. 40), All Schedules Rules, r. 22.

Action tried by Lawrence, J.

The plaintiffs leased a building to the defendants for £9,500 a year. For the years 1933-34 and 1934-35 the defendants were assessed in the sum of £19,000 under Sched. A to the Income Tax Act, 1918. As, however, parts of the building were unoccupied, they claimed and obtained relief under s. 21 of the Finance Act, 1930, with a consequent considerable reduction of the assessment. In paying their rent to the plaintiffs, the defendants sought to deduct tax on the whole of it. The plaintiffs, having learnt of the relief obtained, objected to the deduction, and the defendants purported to refer the difference which had arisen between them and the plaintiffs to the General Commissioners under r. 22 of the All Schedules Rules of the Act of 1918. The plaintiffs refused to accept the reference to the Commissioners, and accordingly brought the present action for rent calculated on the basis that the deduction was impermissible.

LAWRENCE, J., said that two questions had been argued before him: (1) Whether the decision of the Commissioners, who had decided that the defendants were entitled to deduct tax on £9,500 for each year, was final, and ousted the jurisdiction of the court; and (2) Whether, assuming the Commissioners' decision not to be final, it was right, and whether the defendants were entitled to deduct any more tax than they had themselves paid in consequence of the reduced assessments. The first question depended on the construction of r. 22, which provided: "the . . . commissioners . . . shall settle the proportion of the payments or deductions to be made . . . and, in default of payment, shall levy the same as if the proportions settled by them had been charged upon the respective persons, and shall pay over the same . . . to the proper person . . ." It was argued for the plaintiffs that those words were totally inappropriate to apply to determining what the proper deduction was. It was said that the Act laid down rules to determine the proper deduction, and that r. 22 merely gave the Commissioners power to settle the proportions of the payments or deductions so arrived at by reference to the Act. That construction, however, gave no meaning to the first sub-paragraph of the rule, which provided for the case of a difference arising between tenant and landlord with regard to the deduction on account of tax to be made from any annual sum. It was argued for the defendants that the rule might either be read as though the words "the proportion of the payments or deductions" were equivalent to the amount of the payments or deductions, or that the words might be read: "shall settle the proportion of the payments, or shall settle the deductions to be made according to the provisions of this Act." He also contended that the words "in default . . . proper person" were apt to deal with a case where an improper deduction had been made by the tenant, and it was necessary for the Commissioners to settle the proper deduction as between tenant and landlord and levy the amount of the proportion on the two of them and pay it over. With considerable reluctance, he (his lordship) had come to the conclusion that r. 22 should be given the construction for which the defendants contended. On that view, the jurisdiction of the court in this matter was ousted, and the second question could not be dealt with. If the view which the Commissioners appeared to have taken should be thought to work hardship, legislation could deal with the matter. There must be judgment for the plaintiffs for the rent on the basis that the deduction which the defendants claimed the right to make was proper.

COUNSEL: *C. L. King*, K.C., and *F. N. Bucher*, for the plaintiffs; *A. M. Latter*, K.C., and *F. H. Talbot*, for the defendants.

SOLICITORS: *Milles, Jennings White & Foster*, for the plaintiffs; *Gregory Rowcliffe & Co.*, agents for *Addleshaw, Sons & Latham*, Manchester.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

R. *v.* Manchester Justices; Lever *ex parte*.

Lord Hewart, C.J., Humphreys and Singleton, JJ. 29th April, 1937.

PROCEDURE—JUSTICES—SUMMONSES—CONVICTION MADE IN COURT IN ABSENCE OF DEFENDANT—CONVICTION NOT REGISTERED—DECISION OF JUSTICES WHILE STILL SITTING TO DEAL WITH SUMMONSES IN DEFENDANT'S PRESENCE—MATTERS REHEARD BY DIFFERENTLY CONSTITUTED BENCH—DIFFERENT FINES IMPOSED—WHETHER FIRST CONVICTION COMPLETE WITHOUT REGISTRATION—*Autrefois Convict*—SUMMARY JURISDICTION ACT, 1879 (42 & 43 Vict., c. 49), s. 22.

Rule *nisi* for *certiorari*.

Two summonses were issued against the applicant Lever for having in December, 1936, left a car unattended and without lights in a public street. When the summonses were called for hearing on the 20th January, 1937, the applicant being absent, the necessary facts were proved and he was convicted and fined 20s. and 10s. in respect of the two offences charged. The justices' clerk having noted on each summons the amount of the fine imposed in respect of it, the summonses were taken to the appropriate office in the court to be recorded in the register of convictions and orders of the court kept under the provisions of s. 22 (1) of the Summary Jurisdiction Act, 1879. Before the convictions had been entered in the register, a

clerk called attention to the facts that the applicant was in the position of not having yet paid four previous fines for motoring offences, and that on previous occasions also he had delayed paying fines for such offences. The justices' clerk having been informed of these facts, at once communicated them to the justices while they were still in session. In view of that information, the justices took the view that the matters raised by the two summonses ought to be dealt with in the presence of the applicant, and accordingly issued a warrant for his arrest. The applicant having duly appeared before a differently constituted bench of justices on the 23rd January, and having pleaded guilty, was fined £2 on each summons. He accordingly obtained the present rule to remove the two convictions of the 23rd January into the High Court to be quashed, on the ground that he was entitled to plead *autrefois convict* in view of the convictions of the 20th January.

LORD HEWART, C.J., said that all that remained to be done in connection with the first decision after it had been reached by the justices on the 20th January was that it should be entered in the register kept under s. 21 (1) of the Act of 1879. It was argued, in showing cause against the rule, that, until that entry had been made, there was no conviction properly so called. By s. 21 (4) of the Act: "The entries relating to each . . . proceeding shall be either entered or signed by . . . one of the justices constituting the court by or before whom the conviction . . . or proceeding . . . was made or had . . ." In other words, the making of the conviction was antecedent to the entry in the register, and it was not the entry which made, or contributed to the making of, the conviction. The mere fact that a conviction had not been entered in the register did not detract from its completeness.

COUNSEL: *Gorman*, K.C., and *V. R. M. Gattie*, showing cause; *R. M. Montgomery*, K.C., and *Wingate-Saul*, in support.

SOLICITORS: *Church, Adams, Tatham & Co.*, agents for *Cobbett, Wheeler & Cobbett*, Manchester; *Wontner & Sons*, agents for *L. M. Lever & Co.*, Manchester.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

R. *v.* Worthing Corporation and Horsham and Worthing Assessment Committee—*Ex parte* Burgess.

Lord Hewart, C.J., Humphreys and Singleton, JJ.
29th and 30th April, 1937.

RATING — VALUATION LIST — INCORRECT ASSESSMENTS — REVALUATION OF A GREAT MANY HEREDITAMENTS DURING CURRENCY OF LIST—VALIDITY—RATING AND VALUATION ACT, 1925 (15 & 16 Geo. 5, c. 90), s. 37.

Rules *nisi* for *certiorari*.

The second draft valuation list for the Borough of Worthing under the Rating and Valuation Act, 1925, having been finally approved by the assessment committee concerned, came into force on the 1st April, 1934. In November, 1934, the county valuation committee intimated that they were not satisfied that the valuation list in question complied with the requirements of the Act in the matter of gross values. A conference between representatives of the borough and of the valuation committee was held, as a result of which the representatives of the borough were satisfied that, while the assessments of other classes of property were substantially correct, very many assessments of houses, shops and flats were incorrect. The rating and valuation committee of the borough resolved that a revaluation of premises should be carried out with a view to the making of proposals for the amendment of the valuation list. Proposals were duly made, and the assessment committee, having heard the parties concerned, made their determination. The proposals relating to flats numbered many thousands, and included that of a Mrs. Burgess, who obtained this rule calling on the assessment committee to show cause why their decision to increase her assessment from £12 gross and £7 rateable to £18 gross and £11 rateable should not be quashed. The grounds for the rule were (1) that no such proposal for the amendment of the valuation list could lawfully be made under s. 37 of the Act of 1925; (2) that the section did not empower the rating authority to make a general re-valuation of their district to take effect during the currency of a quinquennial valuation list; and (3) that the rating authority could not be "aggrieved" within the meaning of s. 37. Section 37 refers to "revision of current lists." By s. 37 (1) "any person (including the county valuation committee and any local authority) who is aggrieved by the incorrectness or unfairness of any matter in the [current] valuation list . . . may make . . . a proposal for the amendment of the list . . ."

LORD HEWART, C.J., said that the case was by no means without interest and importance. It was clear from the circumstances that Worthing Corporation were considering, not a suggestion for the making of a new valuation list because of some general consideration such as a general rise in the annual value of properties, but a suggestion for a detailed revision of the current list because of specific incorrectness in the case of a series of individual hereditaments. The real pith of the criticism directed against what had been done was the allegation that, under the pretext of making provisional corrections in an existing valuation list, the authorities in question had contrived, contrary to the provisions in the Act, to produce a new valuation list within the quinquennium. Great stress had been laid on *Camberwell Assessment Committee* v. *Ellis* [1900] A.C. 510, but in that case the Valuation (Metropolis) Act, 1869, was being dealt with, which undoubtedly contained special and rigorous provisions. It was true that there had been a great many proposals made, but there was great force in the contention that it was the duty of the corporation as rating authority, and their right as ratepayers, to secure uniformity and correct valuation for all classes of hereditaments throughout their borough, and that, in the prosecution of that duty or that right it was immaterial whether it was necessary to make proposals in respect of a few, many, or all of the hereditaments in the borough. The second ground for the rule was really a *petitio principii*. As to the third ground, s. 37 (3) clearly contemplated that a rating authority might make a proposal, but there was no difficulty in taking the view that the rating authority which made the proposal might be aggrieved by the formal ratification of what in its inception was merely a proposal. The rule must be discharged.

HUMPHREYS and SINGLETON, JJ., agreed.

COUNSEL: *F. J. Tucker*, K.C., and *J. Scott Henderson*, showing cause for the assessment committee; *Comyns Carr*, K.C., *Michael Rowe*, for the rating authority; *Trustram Eve*, K.C., and *G. D. Squibb*, in support.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

[For Table of Cases previously reported in current volume see page xxii of Advertisements.]

Books Received.

The Life of a Country Lawyer in Peace and War-time. By TILNEY BARTON, a Solicitor of the Supreme Court of Judicature. 1937. Royal 8vo. pp. (with Index) 266. Oxford: Basil Blackwell. Price 10s. 6d.

How to become a Barrister. By GIBSON AND WELDON. Sixth edition, 1937. Demy 8vo. pp. 59. London: The "Law Notes" Publishing Offices. 4s. 6d. net.

Celtic Law. By JOHN CAMERON, M.A., LL.B., Ph.D., Solicitor, Glasgow. Royal 8vo. pp. xvi and (with Index) 272. London, Edinburgh and Glasgow: William Hodge & Co., Ltd. 15s. net.

Parliamentary News.

Progress of Bills.

House of Lords.

Ashdown Forest Bill.
Royal Assent. [1st July.

Barnet District Gas and Water Bill.
Royal Assent. [1st July.

Chairman of Traffic Commissioners, etc. (Tenure of Office) Bill.
Read Second Time. [6th July.

Children and Young Persons (Scotland) Bill.
Royal Assent. [1st July.

Cinematograph Films (Animals) Bill.
Read Second Time. [6th July.

City of London (Various Powers) Bill.
Royal Assent. [1st July.

Cleethorpes Corporation (Trolley Vehicles) Provisional Order Confirmation Bill.
Royal Assent. [6th July.

Coal (Registration of Ownership) Bill.
In Committee. [5th July.

Dunstable Gas and Water Bill.
Royal Assent. [6th July.

Exchange Equalisation Account Bill.
Royal Assent. [6th July.

Exportation of Horses Bill.
Royal Assent. [6th July.

Glasgow Streets, Sewers and Buildings Consolidation Order Confirmation Bill.
Royal Assent. [1st July.

Gosport Water Bill.
Read Third Time. [6th July.

Hairdressers (Registration) Bill.
Read First Time. [2nd July.

Hastings Corporation General Powers Bill.
Read Third Time. [6th July.

Hastings Extension Bill.
Royal Assent. [6th July.

Hastings Pier Bill.
Royal Assent. [1st July.

Huddersfield Corporation Bill.
Royal Assent. [6th July.

Hydrogen Cyanide (Fumigation) Bill.
Royal Assent. [6th July.

Kent Electric Power Bill.
Royal Assent. [6th July.

Kingsbridge and Salcombe Water Board Bill.
Royal Assent. [1st July.

Lancashire Electric Power Bill.
Read Third Time. [6th July.

Law of Property Act, 1925 (Amendment) Bill.
Read First Time. [1st July.

Livestock Industry Bill.
Amendments reported. [1st July.

Local Government (Members' Travelling Expenses) Bill.
Royal Assent. [1st July.

Local Government Superannuation Bill.
Read First Time. [5th July.

London and North Eastern Railway Bill.
Royal Assent. [1st July.

London County Council (General Powers) Bill.
Reported, with Amendments. [6th July.

London County Council (Money) Bill.
Royal Assent. [1st July.

London Midland and Scottish Railway Bill.
Royal Assent. [1st July.

Marriage Bill.
In Committee. [7th July.

Marriages Provisional Orders Bill.
Read Third Time. [2nd July.

Ministers of the Crown Bill.
Royal Assent. [1st July.

Ministry of Health Provisional Order Confirmation (Bridlington) Bill.
Read Third Time. [1st July.

Ministry of Health Provisional Order Confirmation (Guildford) Bill.
Read Third Time. [1st July.

Ministry of Health Provisional Order Confirmation (Morecambe and Heysham) Bill.
Amendment made. [7th July.

Ministry of Health Provisional Order Confirmation (Rhymney Valley Sewerage District and Western Valleys (Monmouthshire) Sewerage District) Bill.
Read Third Time. [1st July.

Ministry of Health Provisional Order Confirmation (Selby) Bill.
Read Third Time. [2nd July.

Ministry of Health Provisional Order Confirmation (South East Essex Joint Hospital District) Bill.
Read Third Time. [2nd July.

Ministry of Health Provisional Order Confirmation (Tynemouth) Bill.
Read Third Time. [2nd July.

Ministry of Health Provisional Order (Halifax) Bill.
Read Second Time. [7th July.

Ministry of Health Provisional Order (Hornsea) Bill.
Read Second Time. [7th July.

Ministry of Health Provisional Order (Maidenhead Water) Bill.
Reported, without Amendment. [7th July.

Ministry of Health Provisional Order (Sevenoaks Water) Bill.
Reported, without Amendment. [7th July.

Ministry of Health Provisional Order (Tonbridge Water) Bill.
Amendment made. [7th July.

National Trust for Places of Historic Interest or Natural Beauty Bill.
Royal Assent. [1st July.

Newcastle-upon-Tyne Corporation Bill.
Read Second Time. [6th July.

Newquay and District Water Bill.
Royal Assent. [1st July.

Physical Training and Recreation Bill.
Reported, without Amendment. [6th July.

Pier and Harbour Provisional Order (Culag (Lochinver)) Bill.
Reported, without Amendment. [6th July.

Pier and Harbour Provisional Order (Falmouth) Bill.
Reported, without Amendment. [6th July.

Pier and Harbour Provisional Order (Fowey) Bill.
Reported, without Amendment. [6th July.

Pontypool Gas and Water Bill.
Royal Assent. [6th July.

Post Office and Telegraph (Money) Bill.
Read Second Time. [5th July.

Provisional Orders (Marriages) Bill.
Royal Assent. [6th July.

Public Health (Drainage of Trade Premises) Bill.
Royal Assent. [1st July.

Public Records (Scotland) Bill.
Royal Assent. [6th July.

Richmond (Surrey) Corporation Bill.
Royal Assent. [1st July.

Road Traffic Bill.
Royal Assent. [6th July.

Rochdale Corporation Bill.
Royal Assent. [6th July.

Sheppey Water Bill.
Royal Assent. [1st July.

Staffordshire County Council Bill.
Royal Assent. [1st July.

Statutory Salaries Bill.
Royal Assent. [1st July.

Taf Fechan Water Supply Bill.
Royal Assent. [1st July.

Teachers (Superannuation) Bill.
Read Second Time. [6th July.

Walsall Corporation (Trolley Vehicles) Provisional Order Confirmation Bill.
Royal Assent. [6th July.

Waltham Holy Cross Urban District Council Bill.
Royal Assent. [1st July.

Warrington Corporation Bill.
Royal Assent. [1st July.

Wessex Electricity Bill.
Royal Assent. [6th July.

Widows', Orphans' and Old Age Contributory Pensions (Voluntary Contributors) Bill.
Royal Assent. [1st July.

House of Commons.

Agriculture Bill.
Read Second Time. [5th July.

Bath Corporation Bill.
Reported, with Amendments. [1st July.

Bristol Transport Bill.
Read Second Time. [5th July.

Coulsdon and Purley Urban District Council Bill.
Reported, with Amendments. [7th July.

Eastbourne Extension Bill.
Amendments considered. [5th July.

Export Guarantees Bill.
Read Second Time. [2nd July.

Finance Bill.
In Committee. [7th July.

Hastings Extension Bill.
Amendments made. [1st July.

Ilford Corporation Bill.
Reported, with Amendments. [1st July.
Local Government Superannuation Bill.
Read Third Time. [2nd July.
Local Government Superannuation (Scotland) Bill.
Reported, with Amendments. [1st July.
Milk (Amendment) Bill.
Read First Time. [6th July.
Ministry of Health Provisional Order (Clevedon Water) Bill.
Reported, with Amendments. [7th July.
Ministry of Health Provisional Order Confirmation (Selby) Bill.
Read First Time. [5th July.
Ministry of Health Provisional Order Confirmation (South East Essex Joint Hospital District) Bill.
Read First Time. [5th July.
Ministry of Health Provisional Order Confirmation (Tynemouth) Bill.
Read First Time. [5th July.
Newcastle-under-Lyme Corporation Bill.
Amendments considered. [5th July.
Nigeria (Remission of Payments) Bill.
Read Second Time. [2nd July.
Rating and Valuation Bill.
Read Second Time. [2nd July.
Shoreham Harbour Bill.
Read Second Time. [5th July.
Trade Marks (Amendment) Bill.
Read Third Time. [2nd July.
Whitehaven Harbour Bill.
Read Second Time. [5th July.

Questions to Ministers.

JUSTICES' CLERKS.

Mr. E. J. WILLIAMS asked the Home Secretary whether he is aware of the tendency of magistrates in petty sessional divisions to delegate work to clerks to the justices on a part-time principle and to engage persons who, though permanently employed, have no contractual obligations as to salary, security of employment, superannuation, and other rights which normally apply to such persons in local government and the Civil Service; and whether he will take appropriate steps to remedy the hardship which falls on these officers.

Sir S. HOARE: There are in England and Wales over 900 clerks to justices of whom only a small number—about 50 or 60—are full-time officials. Most of the others are solicitors in private practice who combine with such private practice part-time duties as clerks to justices. Some of the full-time clerks are already pensionable under local Acts, and there are in a Bill now before the House proposals for a general pension system for full-time clerks to justices. The question of giving a pensionable position to solicitors who combine with private practice part-time service as clerks to justices stands on a different footing, but I am considering what is the best method of bringing under review this and several related questions about the conditions of service of clerks to justices and their staffs.

Mr. WILLIAMS: I am concerned about the officers, but I am more concerned about the persons whom the clerks engage, and perhaps the right hon. Gentleman will look into that matter also? [1st July.

DOGS ACT (APPEALS).

Mr. GOLDIE asked the Attorney-General whether his attention has been drawn to the recent refusal of a court of quarter sessions to hear an appeal against an order of a court of summary jurisdiction directing the destruction of a dog found to be dangerous, under Section 2 of the Dogs Act, 1871, on the ground that no appeal lay, inasmuch as the proceedings had been instituted by way of complaint instead of information; and whether he will introduce legislation to remove this anomaly, in order that the owners of dogs proceeded against under the said Section may have a right of appeal to quarter sessions in common with other persons convicted by courts of summary jurisdiction.

Sir S. HOARE: I have seen Press reports of the case to which my hon. and learned Friend refers. As he is aware, there is a distinction between proceedings which may result in a conviction of an offence and those which may result in an order. There is no general right of appeal against orders made by courts of summary jurisdiction on complaint, and on the information at present before me I know of no sufficient reason to justify me in introducing legislation to provide a right of appeal in the type of case to which he refers. [6th July.

Rules and Orders.

THE REDEMPTION ANNUITIES (EXTINGUISHMENT AND REDUCTION) RULES, 1937, DATED JUNE 28, 1937, MADE BY THE TREASURY UNDER SECTION 15 OF THE TITHE ACT, 1936 (26 GEO. 5 & 1 EDW. 8. C. 43).

The Treasury, in exercise of the powers conferred upon them by Sub-Section 1 of Section 15 of the Tithe Act, 1936 (hereinafter referred to as "the Act"), and of every other power enabling them in this behalf, hereby make the following rules.

1. *Amount of the consideration money.*]—(1) The amount of the consideration money to be paid for the redemption of an annuity shall be determined by the appropriate authority in the following manner:—

(*a*) the appropriate authority shall ascertain the sums which, if the annuity were not redeemed, would be payable in respect of instalments of the annuity on or after the redemption date, and, in ascertaining the said sums in the case of an annuity charged in respect of land wholly comprised in an agricultural holding, the appropriate authority shall, if they are satisfied that payment of the annuity is or is likely to be subject to remission under Section 14 of the Act, make such allowance (if any) in respect of such remission as they think fit;

(*b*) the sums so ascertained shall be reduced by an amount equal to three per cent. thereof in respect of the cost of collection;

(*c*) each of the sums so reduced shall be discounted in respect of the period between the redemption date and the date when, but for the redemption, that sum would have been payable at the rate of interest fixed by the Treasury by reference to the yield of such Government security or securities as the Treasury consider appropriate and for the time being in force;

(*d*) the amount of the consideration money shall be the aggregate, disregarding fractions of a penny less than a half-penny and treating as a whole penny fractions of a penny amounting to a half-penny or more, of the sums so discounted as aforesaid.

(2) Where the appropriate authority require that two or more annuities charged in respect of land of the same owner shall be redeemed together, or where an owner of land in respect of which two or more annuities are charged applies to the appropriate authority to have notified to him the amount of consideration money required for the redemption of any two or more of those annuities, the appropriate authority may determine the amount of consideration money to be paid for the redemption of the annuities as if the annuities were one annuity equal in amount to the aggregate of them.

2. *Payment by instalments.*]—Where the appropriate authority provide for payment by instalments of the amount of the consideration money to be paid for the redemption of an annuity, the redemption notice shall specify the dates on which the instalments are to be paid, the amount of each instalment and the amount of interest included therein in respect of so much of the consideration money as remains unpaid calculated at the rate used for the purpose of the determination of the consideration money under Rule 1 hereof.

3. *Redemption upon the Motion of a Landowner.*]—(1) An application to the appropriate authority made by an owner of land in respect of which an annuity is charged to have notified to him the amount of the consideration money required for the redemption of the annuity shall contain such particulars in regard to the land and the annuity as the appropriate authority may require.

(2) Upon the receipt of any such application, the appropriate authority shall determine the amount of the consideration money required for the redemption of the annuity in accordance with these Rules and shall notify to the applicant the amount of the consideration money so determined, the date with reference to which the determination of that amount has been made and the date upon which that amount must be paid to effect redemption.

4. *Reduction of an Annuity.*]—(1) An owner of land in respect of which an annuity is charged who pays to the appropriate authority, with a view to the reduction of the amount of the annuity, a capital sum not being less than £25 shall at the time of payment give to the appropriate authority particulars of the land and of the annuity.

(2) The amount by which the annuity shall be reduced shall be an amount determined by the appropriate authority to be equal to the amount of the annuity which would have been extinguished if a redemption notice had been served on the owner of the land in respect of which the annuity is charged specifying, as the consideration money required to be paid for the redemption of the annuity, the capital sum so paid and,

as the redemption date, the first day of the month next after the date on which the capital sum is paid or, if the capital sum is paid on the first day of a month, such last mentioned first day.

(3) The reduction shall take effect as from the day following the payment date next before the day upon which the capital sum is paid.

(4) The appropriate authority shall, after determining the amount of the reduction, forthwith notify the applicant in writing of the amount of the annuity as so reduced and of the date as from which the reduction takes effect.

5.—(1) These Rules may be cited as The Redemption Annuities (Extinguishment and Reduction) Rules, 1937.

(2) The Interpretation Act, 1889, applies to the interpretation of these Rules as it applies to the interpretation of an Act of Parliament.

Dated this 28th day of June, 1937.

Ronald Cross,
Tom L. Dugdale,
Two of the Lords Commissioners of His Majesty's Treasury.

Treasury Chambers,
Whitehall, S.W.1.

Societies.

Law Association.

The usual monthly meeting of the directors was held on the 5th July, Mr. E. Evelyn Barron in the chair. The other directors present were: Mr. Guy H. Cholmeley, Mr. E. B. V. Christian, Mr. Arthur E. Clarke, Mr. Douglas T. Garrett, Mr. W. Alan Gillett, Mr. Ernest Goddard, Mr. G. D. Hugh-Jones, Mr. C. D. Medley, Mr. Frank S. Pritchard, Mr. John Venning, Mr. William Winterbotham and the Secretary, Mr. Andrew H. Morton. A sum of £154 was voted in relief of deserving applicants and other general business was transacted.

The Hardwicke Society.

A meeting of the Society was held on Friday, July 2nd, at 8.15 p.m. in the Middle Temple Common Room, the President, Mr. J. A. Petrie, in the chair. Mr. J. R. McCready moved: "That the Liberal Party is a spent force"; Miss D. Knight Dix opposed. There also spoke, Mr. Krikorian, Mr. A. C. Douglas, Mr. T. W. South, Mr. Cochrane, Mr. Harper, Prince Lieven, Mr. G. E. Llewellyn Thomas (Hon. Treasurer), Mr. Lewis Sturge (Hon. Sec.), Miss Ashworth and Mr. Hunt. The Hon. Mover having replied, the house divided, and the motion was carried by seven votes.

The Union Society of London.

The annual general meeting of the Union Society of London was held in the Middle Temple Common Room, on Wednesday, 30th June, at 8.15 p.m. The following were elected officers of the Society for the ensuing year: President, Mr. D. W. Dobson; Vice-President, Mr. E. J. Rendle; Hon. Treasurer, Mr. Hubert Moses; Hon. Secretary, Mr. J. A. Grieves. The following were elected to the Committee: Mr. D. F. Brundrit, Mr. Melville Buckland, Mr. J. C. Irwin and Mr. S. R. Lewis.

Legal Notes and News.

Honours and Appointments.

The Lord Chancellor has appointed Mr. George Herbert Twist to be the Registrar of Hinckley County Court, as from the 1st July. Mr. Twist was admitted a solicitor in 1902.

The Colonial Office announces the following appointments and promotions in the Colonial Legal Service:—

Mr. M. R. F. Rogers, appointed Magistrate, Nigeria.

Mr. M. H. Martindale (Assistant Judge), appointed Judge of the Protectorate Court, Nigeria.

The Board of Trade have appointed Mr. Ernest Smith to be Official Receiver for the Bankruptcy District of the Sheffield County Court, with effect from the 1st July, 1937.

Inspector Joseph Simpson, of the Metropolitan Police Force, has resigned to take up an appointment as Assistant Chief Constable at Lincoln. He was educated at Oundle School and at Manchester University, and was called to the Bar by Gray's Inn last January.

Mr. J. Haydn Thomas, clerk to Ormskirk Urban Council for two years, has been appointed Clerk and Solicitor to Uckfield Rural Council. Mr. Thomas was admitted a solicitor in 1925.

Correction.—The statement in last week's issue that Mr. J. H. Moore Dutton has been appointed Clerk to the Tarvin Rural District Council is incorrect. Mr. H. Grant Bailey still holds the office of Clerk, which he has held for nearly 40 years.

Professional Announcements.

(2s. per line.)

Messrs. Morley, Shirreff & Co., of 174, Gresham House, Old Broad Street, E.C.2, announce that Mr. Douglas Alfred Theodore Wilmot, who has been associated with their firm for many years, has been admitted a partner as from 1st July, 1937.

Notes.

Mr. Leslie Stuart Wood was elected president of the Land Agents' Society at the recent annual general meeting.

The annual provincial meeting of the Auctioneers' and Estate Agents' Institute of the United Kingdom will be held at Liverpool from 14th to 16th July.

The London County Council, at a meeting on Tuesday, decided that in future barristers and solicitors only will be eligible for appointment as coroners. Lord Snell, the chairman, presided over the meeting.

The Directors of Midland Bank Limited announce an interim dividend for the half-year ended 30th June last at the rate of 16 per cent. per annum less income tax, payable on 15th July next. The same rate of dividend was declared a year ago.

Mr. S. P. J. Merlin, barrister-at-law, gave an address on the working of the Landlord and Tenant Act, 1927, at the annual conference of the Property Owners' Protection Association which was held recently at the Memorial Hall, Farringdon Street.

The following awards have been made in the Faculty of Laws at University College, London: English Law—Hurst Bequest Essay Prize, G. H. L. Rebenwurzel; Jurisprudence—Joseph Hume Scholarship, E. W. Lewinsohn and G. H. L. Rebenwurzel (equal).

Messrs. H. E. Foster & Cranfield, Land Agents, Surveyors and Auctioneers, of 6 Poultry, E.C.2, have admitted into partnership Mr. Guy William Cranfield and Mr. Howard Henry Masterton Carpenter, sons of the respective senior partners, who have both been associated with the practice for many years. The style of the firm will remain unaltered.

Sir Rollo Graham Campbell, the Chief Metropolitan Magistrate, paid a tribute at Bow Street to the distinguished career of Mr. Albert Lieck, who retired on 1st July from the position of Chief Clerk after thirty-five years' service in police courts. He has been successively Chief Clerk at Thames, West London, Marlborough Street and, for the last eight years, at Bow Street. Mr. Lieck is succeeded by Mr. A. C. L. Morrison, formerly Chief Clerk of the Juvenile Department.

The Directors of the Legal & General Assurance Society Limited announce with regret that Mr. Henry L. Farrer, who has been a director for twenty-six years, has resigned his membership of the Board from the 30th June, 1937. On his resignation from the position of general manager, the Directors have elected Mr. W. A. Workman to a seat on the Board and have appointed him as managing director as from the 6th July, 1937. The Directors have appointed Mr. Vernon E. Boys to succeed Mr. Workman as general manager.

The twenty-ninth annual meeting of the Society of Public Teachers of Law will be held in the University of London, on the 16th and 17th July on the invitation of the Senate of the University, the Committee of University College and the Delegacy of King's College. Professor Roscoe Pound (till lately Dean of the Harvard Law School) will read a paper on "Fifty Years of Jurisprudence," Mr. Justice du Parcq will read a paper on "The Place of Criminal Law in Legal Education," and the outgoing President, Professor H. F. Jolowicz (University of London), will give his presidential address on the subject of "Case Law in Roman Egypt." The Society will be entertained at dinner on the evening of 16th July by the Senate of the University, and on the 17th at luncheon by the Principal and Delegacy of King's College.

TITHE REDEMPTION COMMISSION.

REDEMPTION OF ANNUITIES CHARGED BY THE TITHE ACT, 1936.

Attention is drawn to the Redemption Annuities (Extinguishment and Reduction) Rules, 1937, which have been made by the Treasury under s. 15 of the Tithe Act, 1936, for determining the amount of consideration money to be paid for the redemption of an annuity charged by that Act and laying down the procedure to be adopted. Copies of the Rules (set out in full at p 574, *ante*) may be obtained (price 1d.) from His Majesty's Stationery Office, Adastral House, Kingsway, London, W.C.2, or through any bookseller. The rate of interest to be adopted in discounting future payments in respect of instalments of an annuity in order to arrive at the amount of consideration money to be paid for the redemption of the annuity has been fixed by the Treasury at 3½ per cent. until further notice. The amount of consideration money required to redeem a particular annuity depends upon the discounting rate of interest and the redemption date. While the rate of interest remains at 3½ per cent. the amount required will represent approximately 25¼ years' purchase in the case of redemptions effected before the 2nd October next. The Tithe Redemption Commission are now in a position to deal with voluntary redemptions. Forms on which application can be made to be notified of the amount of consideration money required for the redemption of an annuity may be obtained from the Tithe Redemption Commission, 90/96, Cannon Street, London, E.C.4. Application may be made in respect of one or more whole tithe areas, but not in respect of a part of a tithe area.

TITHE ACT, 1936. SECTION 18 (9).

NOTICE OF CHANGE OF OWNERSHIP OF LAND.

The Tithe Redemption Commission have reason to fear that the provisions of sub-section (9) of Section 18 of the Tithe Act, 1936, have escaped the attention of some solicitors.

This section (which contains a penal clause) provides that where an estate or interest in any land, in respect of which a redemption annuity under the management of the Commission is charged, is disposed of or created in such a manner as to bring about a change in the ownership of the land, *it shall be the duty of the person who was the owner of that land immediately before the execution of the instrument whereby that estate or interest was disposed of or created within one month of the date of the execution thereof* to furnish to the Commission particulars of that instrument and of the name and address of every person who has thereby become an owner of the land or any part thereof. "Owner" is defined by section 17 of the Act.

The Form in which such notice of change of ownership of land should be given is prescribed by The Redemption Annuities (Amendment) Rules, 1937. (Statutory Rules and Orders, 1937, No. 231).

Tithe Redemption Commission,
90/96 Cannon Street, E.C.4,
5th July, 1937.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON GROUP II.

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	MR. JUSTICE CLAUSON. Witness Part I.	MR. JUSTICE LUXMOORE. Non-Witness
	Mr.	Mr.	Mr.	Mr.
July 12	Blaker	Andrews	*Ritchie	More
,, 13	More	Jones	*Blaker	Hicks Beach
,, 14	Hicks Beach	Ritchie	*More	Andrews
,, 15	Andrews	Blaker	Hicks Beach	Jones
,, 16	Jones	More	Andrews	Ritchie
,, 17	Ritchie	Hicks Beach	Jones	Blaker
	GROUP II.		GROUP I.	
	MR. JUSTICE FARWELL. Witness Part II.	MR. JUSTICE BENNETT. Non-Witness.	MR. JUSTICE CROSSMAN. Witness Part I.	MR. JUSTICE SIMONDS. Witness Part II.
DATE				
	Mr.	Mr.	Mr.	Mr.
July 12	*Blaker	Jones	*Hicks Beach	Andrews
,, 13	*More	Ritchie	*Andrews	Jones
,, 14	*Hicks Beach	Blaker	*Jones	Ritchie
,, 15	*Andrews	More	*Ritchie	Blaker
,, 16	*Jones	Hicks Beach	*Blaker	More
,, 17	Ritchie	Andrews	More	Hicks Beach

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 22nd July, 1937.

	Div. Months.	Middle Price 7 July 1937.	Flat Interest Yield.	‡ Approximate Yield with redemption
ENGLISH GOVERNMENT SECURITIES			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	106½xd	3 15 1	3 10 10
Consols 2½%	JAJO	74½	3 7 1	—
War Loan 3½% 1952 or after	JD	100	3 10 0	3 10 0
Funding 4% Loan 1960-90	MN	109¾	3 12 11	3 7 8
Funding 3% Loan 1959-69	AO	93½	3 4 4	3 7 0
Funding 2½% Loan 1952-57	JD	90	3 1 1	3 9 0
Funding 2½% Loan 1956-61	AO	85½	2 18 8	3 8 2
Victory 4% Loan Av. life 22 years	MS	108½	3 13 11	3 9 3
Conversion 5% Loan 1944-64	MN	112½	4 9 2	2 18 3
Conversion 4½% Loan 1940-44	JJ	105¾	4 5 1	2 10 0
Conversion 3½% Loan 1961 or after	AO	100	3 10 0	3 10 0
Conversion 3% Loan 1948-53	MS	98	3 1 3	3 3 2
Conversion 2½% Loan 1944-49	AO	95¼	2 12 6	2 19 6
Local Loans 3% Stock 1912 or after	JAJO	85½	3 10 4	—
Bank Stock	AO	340½	3 10 6	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	75½	3 12 10	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	83½	3 11 10	—
India 4½% 1950-55	MN	111	4 1 1	3 8 8
India 3½% 1931 or after	JAJO	90	3 17 9	—
India 3% 1948 or after	JAJO	76	3 18 11	—
Sudan 4½% 1939-73 Av. life 27 years	FA	109xd	4 2 7	3 19 0
Sudan 4% 1974 Red. in part after 1950	MN	109	3 13 5	3 2 11
Tanganyika 4% Guaranteed 1951-71	FA	108xd	3 14 1	3 5 7
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	105	4 5 9	3 5 6
Lon. Elec. T. F. Corpn. 2½% 1950-55	FA	88xd	2 16 10	3 7 4
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	103	3 17 8	3 15 5
Australia (Commonw'th) 3% 1955-58	AO	88	3 8 2	3 16 11
Canada 4% 1953-58	MS	108	3 14 1	3 6 11
*Natal 3% 1929-49	JJ	99	3 0 7	3 2 3
*New South Wales 3½% 1930-50	JJ	96	3 12 11	3 18 0
New Zealand 3% 1945	AO	94	3 3 10	3 18 11
Nigeria 4% 1963	AO	110	3 12 9	3 8 4
*Queensland 3½% 1950-70	JJ	96	3 12 11	3 14 4
South Africa 3½% 1953-73	JD	101	3 9 4	3 8 4
*Victoria 3½% 1929-49	AO	97	3 12 2	3 16 4
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	86	3 9 9	—
Croydon 3% 1940-60	AO	96	3 2 6	3 5 0
*Essex County 3½% 1952-72	JD	102	3 8 8	3 6 8
Leeds 3% 1927 or after	JJ	85½	3 10 2	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	99	3 10 8	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	72	3 9 5	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	84	3 11 5	—
Manchester 3% 1941 or after	FA	85xd	3 10 7	—
Metropolitan Consd. 2½% 1920-49	MJSD	94	2 13 2	3 2 2
Metropolitan Water Board 3% "A" 1963–2003	AO	87½	3 8 7	3 9 9
Do. do. 3% "B" 1934-2003	MS	88	3 8 2	3 9 3
Do. do. 3% "E" 1953-73	JJ	93½	3 4 2	3 6 3
*Middlesex County Council 4% 1952-72	MN	108	3 14 1	3 6 2
* Do. do. 4½% 1950–70	MN	113	3 19 8	3 5 3
Nottingham 3% Irredeemable	MN	84½	3 11 0	—
Sheffield Corp. 3½% 1968	JJ	102	3 8 8	3 7 11
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	105½	3 15 10	—
Gt. Western Rly. 4½% Debenture	JJ	117½	3 16 7	—
Gt. Western Rly. 5% Debenture	JJ	128½	3 17 10	—
Gt. Western Rly. 5% Rent Charge	FA	127½	3 18 5	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	126	3 19 4	—
Gt. Western Rly. 5% Preference	MA	117½	4 5 1	—
Southern Rly. 4% Debenture	JJ	103½	3 17 4	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	106½	3 15 1	3 12 1
Southern Rly. 5% Guaranteed	MA	127	3 18 9	—
Southern Rly. 5% Preference	MA	116½	4 5 10	—

*Not available to Trustees over par.
‡In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.

1937

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Stock
7.

Approximate Yield with Redemption
£ s. d.
3 10 10
—
3 10 0
3 7 8
3 7 0
3 9 0
3 8 2
3 9 3
2 18 3
2 10 0
3 10 0
3 3 2
2 19 6
—
—
—
—
3 8 8
—
—
3 19 0
3 2 11
3 5 7
3 5 6
3 7 4
3 15 5
3 16 11
3 6 11
3 2 3
3 18 0
3 18 11
3 8 4
3 14 4
3 8 4
3 16 4
—
3 5 0
3 6 8
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3 2 2
3 9 9
3 9 3
3 6 3
3 6 2
3 5 3
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3 7 11
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3 12 1
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